

|   |        |  |  |  |        |  |  |   |  |
|---|--------|--|--|--|--------|--|--|---|--|
| <b>SOLICITATION, OFFER AND AWARD</b>  |        |  | 1. THIS CONTRACT IS A RATED ORDER<br>UNDER DPAS (15 CFR 700) |  | RATING |  | PAGE 1 OF 59                                       |   |  |
| 2. CONTRACT NO.   |        | 3. SOLICITATION NO.<br><b>DTRS57- 01- R- 20014</b>   |  | 4. TYPE OF SOLICITATION<br><input type="checkbox"/> SEALED BID (IFB)<br><input checked="" type="checkbox"/> NEGOTIATED BID (RFP) |        | 5. DATE ISSUED<br><b>04/19/2001</b>                              |  | 6. REQUISITION/PURCHASE NUMBER<br><b>67- 3405</b> |  |
| 7. ISSUED BY<br><b>U. S. DOT/RSPA/Vol pe Center<br/>55 Broadway<br/>Kendall Square<br/>Cambridge, MA 02142</b>  |        |  |  | CODE <b>DTS- 853</b>   |        | 8. ADDRESS OFFER TO (If other than Item 7)                       |  |   |  |
| NOTE : In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"  |        |  |  |  |        |  |  |   |  |
| <b>SOLICITATION</b>   |        |  |  |  |        |  |  |   |  |
| 9. Sealed offers in original and <u>See L. 6</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>SEE BLOCK #7</u> until <u>1430 ET</u> local time <u>06/05/2001</u><br>(Hour) (Date)   |        |  |  |  |        |  |  |   |  |
| CAUTION : LATE Submissions, Modifications and Withdrawals : See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.   |        |  |  |  |        |  |  |   |  |
| 10. FOR INFORMATION CALL:   |        | A. NAME<br><b>MICHAEL LEARY</b>  |  | B. TELEPHONE (NO COLLECT CALLS)<br>AREA CODE <b>617</b> NUMBER <b>494- 2673</b> EXT.   |        |  | C. E-MAIL ADDRESS<br><b>LEARYM@VOLPE. DOT. GOV</b> |   |  |
| <b>11. TABLE OF CONTENTS</b>  |        |  |  |  |        |  |  |   |  |
| (X)   | SEC.   | DESCRIPTION  | PAGE(S)  | (X)  | SEC.   | DESCRIPTION  | PAGE(S)  |   |  |
| PART I - THE SCHEDULE   |        |  |  | PART II - CONTRACT CLAUSES   |        |  |  |   |  |
| <input checked="" type="checkbox"/>   | A      | SOLICITATION/CONTRACT FORM   | <b>1</b>   | <input checked="" type="checkbox"/>  | I      | CONTRACT CLAUSES   | <b>17</b>  |   |  |
| <input checked="" type="checkbox"/>   | B      | SUPPLIES OR SERVICES AND PRICES/COST   | <b>2</b>   | PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.   |        |  |  |   |  |
| <input checked="" type="checkbox"/>   | C      | DESCRIPTION/SPECS./WORK STATEMENT  | <b>6</b>   | <input type="checkbox"/>   | J      | LIST OF ATTACHMENTS  |  |   |  |
| <input checked="" type="checkbox"/>   | D      | PACKAGING AND MARKING  | <b>10</b>  | PART IV - REPRESENTATIONS AND INSTRUCTIONS   |        |  |  |   |  |
| <input checked="" type="checkbox"/>   | E      | INSPECTION AND ACCEPTANCE  | <b>11</b>  | <input checked="" type="checkbox"/>  | K      | REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS | <b>23</b>  |   |  |
| <input checked="" type="checkbox"/>   | F      | DELIVERIES OR PERFORMANCE  | <b>12</b>  | <input checked="" type="checkbox"/>  | L      | INSTR., CONDS., AND NOTICES TO OFFERORS                          | <b>33</b>  |   |  |
| <input checked="" type="checkbox"/>   | G      | CONTRACT ADMINISTRATION DATA   | <b>13</b>  | <input checked="" type="checkbox"/>  | M      | EVALUATION FACTORS FOR AWARD                                     | <b>58</b>  |   |  |
| <input checked="" type="checkbox"/>   | H      | SPECIAL CONTRACT REQUIREMENTS  | <b>14</b>  |  |        |  |  |   |  |
| <b>OFFER (Must be fully completed by offeror)</b>   |        |  |  |  |        |  |  |   |  |
| NOTE : Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.  |        |  |  |  |        |  |  |   |  |
| 12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule. |        |  |  |  |        |  |  |   |  |
| 13. DISCOUNT FOR PROMPT PAYMENT<br>(See Section I, Clause No. 52-232-8)   |        | 10 CALENDAR DAYS %   |  | 20 CALENDAR DAYS %   |        | 30 CALENDAR DAYS %   |  | CALENDAR DAYS %                                   |  |
| 14. ACKNOWLEDGEMENT OF AMENDMENTS<br>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):  |        | AMENDMENT NO.  |  | DATE   |        | AMENDMENT NO.  |  | DATE  |  |
|   |        |  |  |  |        |  |  |   |  |
|   |        |  |  |  |        |  |  |   |  |
| 15A. NAME AND ADDRESS OF OFFEROR  |        | CODE   | FACILITY   | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER<br>(Type or print)   |        |  |  |   |  |
|   |        |  |  |  |        |  |  |   |  |
| 15B. TELEPHONE NUMBER   |        | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. |  | 17. SIGNATURE  |        |  | 18. OFFER DATE                                     |   |  |
| AREA CODE   | NUMBER | EXT.   |  |  |        |  |  |   |  |
|   |        |  |  |  |        |  |  |   |  |
| <b>AWARD (To be completed by government)</b>  |        |  |  |  |        |  |  |   |  |
| 19. ACCEPTED AS TO ITEMS NUMBERED   |        | 20. AMOUNT   |  | 21. ACCOUNTING AND APPROPRIATION   |        |  |  |   |  |
|   |        |  |  |  |        |  |  |   |  |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION :<br><input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )  |        |  |  | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN<br>(4 copies unless otherwise specified)   |        |  | ITEM   |   |  |
| 24. ADMINISTERED BY (If other than item 7)  |        |  |  | 25. PAYMENT WILL BE MADE BY  |        |  | CODE   |   |  |
|   |        |  |  |  |        |  |  |   |  |
| 26. NAME OF CONTRACTING OFFICER (Type or print)   |        |  |  | 27. UNITED STATES OF AMERICA<br><br>(Signature of Contracting Officer)   |        |  | 28. AWARD DATE                                     |   |  |
|   |        |  |  |  |        |  |  |   |  |

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 SUPPLIES/SERVICES AND PRICES – IDIQ**

(a) This is an indefinite delivery - indefinite quantity contract with cost plus fixed fee provisions. Individual Task Orders (TOs) under this contract will be issued on either a term or completion form basis.

(b) The Contractor shall, in accordance with Task Orders issued by the Contracting Officer, perform work assignments within the parameters of the Statement of Work.

(c) The services and material to be ordered hereunder shall be reimbursed in accordance with the provisions of the clauses herein entitled, Allowable Cost and Payment (FAR 52.216-7) and Fixed Fee (FAR 52.216-8), the terms of which are construed to apply, on an individual basis, to each Task Order issued. For the purpose of establishing the fixed fee for each TO issued under this contract, refer to the clause in this section entitled, Payment of Fixed Fee - IDIQ.

| ITEM            | DESCRIPTION   | QTY | UNIT | AMOUNT     |
|-----------------|---|-----|------|------------|
| 0001            | SERVICES per the Statement of Work (SOW), provided in Section C, for the Level of Effort in Clause B.2, for the term in Section I, FAR 52.216-22. | 1   | LO   |            |
| Estimated Cost: |   |     |      | \$ _____ * |
| Fixed Fee:      |   |     |      | \$ _____ * |
| Total CPFF:     |   |     |      | \$ _____ * |

\* Offeror shall insert amounts.

**B.2 LEVEL OF EFFORT – IDIQ**

(a) The level of effort estimated to be ordered during the term of this contract is 40,000 hours of direct labor including authorized subcontract labor, if any. The level of effort is expected to occur evenly over the contract term. The Contractor shall not, under any circumstances, exceed 100% of the total level of effort specified in this basic contract. The estimated composition of the total hours of direct labor by classification is as follows:

| Labor Category  | Hours  |
|-----------------|--------|
| Senior Analyst* | 12,500 |
| Analyst*        | 12,500 |
| Junior Analyst  | 7,500  |
| Writer/Editor   | 7,500  |
| Total           | 40,000 |

\* denotes Key Personnel labor categories

(b) Either clause FAR 52.232-20, "Limitation of Cost" or FAR 52.232-22, "Limitation of Funds", depending upon whether the order is fully funded, applies independently to each order under this contract and nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either the "Limitation of Cost" or "Limitation of Funds" clause.

(c) In the event that less than 100% of the established level of effort of the basic contract is actually expended by the completion date of the contract, the Government shall have the option of:

- (1) Requiring the Contractor to continue performance, subject to the provisions of the "Limitation of Cost" or the "Limitation of Funds" clause, as applicable, until the effort expended equals 100% of the established Level of Effort, provided that any such continuation is completed within six (6) months after the end of the term of the contract;  
or
- (2) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than 100% of the established Level of Effort (or the fee bearing portion of the last upward revision).

(d) Completion Form Task Orders.

- (1) An estimated level of effort shall be established for each completion form Task Order. This estimated level of effort is established for the purpose of determining the amount of fixed fee payable on the Task Order and tracking the ceiling amount of the contract, it is not to be construed as a performance requirement.
- (2) Within thirty days after completion of the work under each completion form Task Order, the Contractor shall submit the following information directly, in writing, to the Contracting Officer, with copies to the Contracting Officer's Technical Representative (COTR) and the office to which vouchers are submitted:
  - (i) The Contractor's estimate of the total allowable cost incurred under the task order; and
  - (ii) In the case of a cost underrun, the amount by which the estimated cost of the Task Order may be reduced to recover excess funds.

(e) Term Form Task Orders.

- (1) The Contractor shall notify the Contracting Officer immediately in writing whenever it has reason to believe that:
  - (i) The level of effort the Contractor expects to incur under any term form order in the next 60 days, when added to the level of effort previously expended in the performance of that order, will exceed 75% of the level of effort established for that order; or
  - (ii) The level of effort required to perform a particular term form order will be greater than the level of effort established for that order.

As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the level of effort required to perform the order. As part of the notification, the Contractor also shall submit any proposal for adjustment to the estimated cost and fixed fee that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor. Any such upward adjustment shall be prospective only, i.e., will apply only to effort expended after a modification (if any) is issued. However, whether an increase in fixed fee is appropriate shall depend on the circumstances involved, and, except as otherwise provided in the contract, shall be entirely within the discretion of the Contracting Officer.

- (2) In performing term form Task Orders, the Contractor may use any combination of hours of the labor categories listed in the Task Order.

(3) Within thirty days after completion of the work under each term form Task Order, the Contractor shall submit the following information directly, in writing, to the Contracting Officer, with copies to the COTR:

(i) The total number of man-hours of direct labor, including subcontract labor, expended and a breakdown of this total showing the number of man-hours expended in each direct labor classification listed in the Task Order schedule, including the identification of the key employees utilized;

(ii) The Contractor's estimate of the total allowable cost incurred under the task order; and

(iii) In the case of a cost underrun, the amount by which the estimated cost of the Task Order may be reduced to recover excess funds.

(4) In the event that less than 100% of the established level of effort of a term order (or if said level of effort has been previously revised upward, of the fee bearing portion of the additional hours by which the level of effort was last increased) is actually expended by the completion date of the contract, the Government shall have the option of:

(i) Requiring the Contractor to continue performance, subject to the provisions of the "Limitation of Cost" or the "Limitation of Funds" clause, as applicable, until the effort expended equals 100% of the established Level of Effort (or of the fee-bearing portion of the last upward revision); or

(ii) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than 100% of the established Level of Effort (or the fee bearing portion of the last upward revision).

(5) In the event that the expended level of effort of a term order exceeds the established level of effort by 10% or less, but does not exceed the estimated cost of the order; the Contractor shall be entitled to cost reimbursement for actual hours expended, not to exceed the ceiling cost. The Contractor shall not be paid fixed fee, however, on level of effort in excess of 100% without complying with subsection (e)(1) above. This understanding does not supersede or change subsection (e)(1) above, whereby the Contractor and Government may agree on a change to the Task Order level of effort with an equitable adjustment for both cost and fee.

### **B.3 PAYMENT OF FIXED FEE – IDIQ**

(a) The fixed fee specified in Section B of this contract represents the maximum fee that shall be paid under this contract. This fee shall be paid, subject to any adjustment required by other provisions of this contract, in installments at the time of each provisional payment for reimbursement of allowable cost. This clause addresses payment of fixed fee for both term and completion form Task Orders.

(b) A fixed fee shall be established for each Task Order issued under this contract. The fixed fee established shall be in direct ratio to the total contract fixed fee as the level of effort (direct man-hours) established in the Task Order is to the total contract level of effort (direct man-hours). The amount of each installment payment of fixed fee shall be in direct ratio of the total contract fixed fee as the net direct labor hours expended during the period is to the total contract level of effort (direct man-hours).

(c) Completion Orders. The Contractor is entitled to the full amount of fixed fee upon the acceptable completion of the Task Order.

(d) Term Orders. No fee shall be paid under term form orders for hours not performed.

(e) Withholding. As provided in the clause entitled, Fixed Fee (FAR 52.216-8), the Contracting Officer hereby withholds 15% of all fixed fee payable under the contract up to the stated maximum of \$100,000. Invoices submitted under the contract shall indicate fixed fee withheld.

(f) The terms of this clause and of FAR 52.216-8 apply to the total fixed fee specified in Section B of the contract rather than to the individual orders placed hereunder.

#### **B.4 CONTRACT LIMITATIONS**

- A. Multiple Contract Awards: (N/A)
- B. Maximum Contract Value: The value of all Task Orders placed under this contract shall not exceed \$(***TO BE COMPLETED AT TIME OF AWARD***).
- C. Minimum Guarantee: The guaranteed minimum is at least **\$2,000** worth of orders to be issued under this contract.

## **SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

### **C.1 STATEMENT OF WORK**

#### **A. BACKGROUND**

The Volpe National Transportation Systems Center (Volpe Center) has been involved in regulation development, aviation safety analyses, and system development to support the Federal Aviation Administration (FAA), Associate Administrator for Regulation and Certification, Office of Rulemaking. As part of this support, the Volpe Center has been called upon to perform various studies and analyses leading to the preparation of a new or revised regulation. This effort is critical to the Department of Transportation's safety mission.

Through direct support to the FAA's Office of Rulemaking, the Volpe Center has been involved with drafting regulatory documents for publication in the Federal Register, conducting research on petitions for rulemaking, participating in experiments with streamlining and/or improving the regulatory process, and training FAA personnel in the drafting of regulatory documents. Rulemaking tasks can cover any or all stages of the regulatory process from the initial legal and historical research following a triggering event (e.g., an accident or a series of incidents) to preparation of a final rule and coordination with Office of the Secretary of Transportation (OST), Office of Management and Budget (OMB), and the Federal Register.

#### **B. OBJECTIVE**

The objective of this contract is to obtain quick response to many short-duration tasks concerning the preparation of regulatory documents.

#### **C. SCOPE OF WORK**

The actual tasks to be defined for the Contractor will typically be of short duration (e.g., less than 6 months). Some of the tasks will require independent original work either in analysis and concept design, or in specifying and establishing designs and/or their required support during implementation. Some of the tasks will be of a support nature; that is, the Contractor will be expected to assist the COTR as part of a team working on a regulatory project.

The Contractor shall perform those analytical and experimental investigations necessary to support the possible tasks given below. The Contractor shall apply the best available data and technology in developing solutions to specific problems within the period of this contract, and to identify areas requiring additional work, if any.

Specific work cannot be fully stated at this time because of the unpredictable nature of aviation safety regulations needs. The work outlined in this contract includes general areas in which work will be requested as specific tasks during the course of this contract. Current trends in aviation safety suggest that the general tasks listed below will require attention in the fiscal year (FY) 2002 - FY 2006 time frame.

The Contractor shall provide the necessary personnel, facilities, service, equipment, and materials to perform those activities which are applicable to and called for specifically under each Task Order. The various types of activities which the Contractor may be required to perform under this contract are described below; Task Orders may be issued for these task areas. Within a broad spectrum of support requirements, three task areas have been identified as areas of needed activity:

#### **Task Area 1 - Regulation Development**

The Contractor shall support the development of regulations in one or more of the various stages of a rulemaking program. This may include detailed research of the issues surrounding a regulatory topic; reviewing past actions such as current policy, reasoning for grants and denials of exemptions, and legal interpretations concerning the subject matter; identifying alternative approaches; preparing issue papers; working with the Regulatory Team Leader coordinating and conducting information and organizational meetings and keeping written records of those meetings; preparing a survey instrument and conducting a survey of affected government offices concerning the rulemaking project and then summarizing, analyzing, and preparing a proposed disposition of the comments;

providing rule drafting support to Aviation Rulemaking Advisory Committee (ARAC) teams; arranging and participating in public hearings which includes preparing draft notice of public meeting for the Federal Register, preparing meeting agenda and schedule, preparing and mailing of invitation notices to special interest groups and organizations, and preparing a disposition of comments received from the public meeting; conducting a review of International Civil Aviation Organization (ICAO) requirements; drafting an Advance Notice of Proposed Rulemaking (ANPRM); drafting a Notice of Proposed Rulemaking (NPRM); supporting the coordination of documents within the FAA, Department of Transportation (DOT), and OMB and make any revisions necessary as a result of the coordination; after publication in the Federal Register, summarizing all comments; preparing draft preamble, final rule, and economic evaluation; developing cross reference table of new and old rules; developing language for amending any other rules affected by the rule at hand; etc.

### **Task Area 2 - Regulation Implementation**

The Contractor shall support the implementation of regulations through the preparation of draft directives. Possible tasks include the drafting of orders, notices, and handbooks. The orders, notices, and handbooks describe how governmental personnel are to implement the regulation at hand. The FAA audience includes FAA staff at Headquarters, Regional Offices, Certification Directorates, and the District Offices.

Additionally, the Contractor may be called upon to draft Advisory Circulars. Advisory Circulars describe accepted methods for complying with regulations, although other means of compliance are not excluded.

The Contractor shall support the development of implementation strategies and planning documents. This would include methods for consideration of inputs from the aviation industry, the Congress, and the general public during the rulemaking process.

The Contractor shall support evaluations of the regulatory process (e.g., exemptions) and of promulgated regulations. Means to assess benefits of regulations shall be developed. Guidelines shall be prepared for regulated parties (airlines, airmen, air agencies, etc.) explaining the rulemaking process in general, the internal workings of the FAA, and the best ways that industry or the public can make its case for regulatory change.

### **Task Area 3 - Regulatory Training**

The Contractor shall support developing and conducting regulatory training courses. These courses are intended to improve the skills of rulemakers and other technical professionals and thereby the quality of the agency's rules as well as to standardize the rulemaking processing throughout the agency.

## **C.2 PERSONNEL QUALIFICATIONS**

The Contractor shall provide personnel having at least the minimum levels of professional/technical experience and education specified for each of the following labor categories. In addition, Key Personnel are subject to the terms of the clause entitled, **KEY PERSONNEL AND/OR FACILITIES** in Section I.

### **Senior Analyst**

Fifteen years experience (law degree or law experience desirable) drafting regulatory documents and managing regulatory projects to include the following knowledge and experience:

- Supervising other analysts.
- Representing company in briefings and meetings with clients, including both headquarters and regional officials, with Departmental and OMB officials, and with national and international industry and public interest groups.
- At least ten years experience in designing and presenting training programs on regulatory process and drafting (if to be assigned to training tasks).

- Planning and managing long term projects involving junior staff members from regulatory research to development of NPRM, and through analysis of public comments, and development of final rule and any related guidance and other regulatory materials (e.g., AC's, Orders, issue papers and other documents needed to facilitate high level public policy decision making).
- Knowledge of and expertise in meeting and training others to meet Federal Administrative Procedure Act and related statutes (Freedom of Information Act, Federal Advisory Committee Act, Regulatory Flexibility Act, etc), Presidential Executive Orders, and other relevant documents (e.g., OMB directives).
- Knowledge and experience in meeting and training others to meet requirements of Federal Register publication and requirements of the FAA internal regulatory process.
- Knowledge of court cases (meaning an awareness of pertinent court cases) interpreting applicability of the relevant statutes, Executive Orders, etc. to specific agency rulemaking.
- Knowledge of current regulatory reform efforts and experience in studying the management of the regulatory process and assisting agencies in developing strategies to make that process more efficient.

**Analyst**

Ten years experience drafting regulatory documents and managing regulatory projects to include the following knowledge and experience:

- Supervising other analysts.
- Representing company in briefings and meetings with clients (including both headquarters and regional officials), with Departmental and OMB officials, and with national and international industry and public interest groups.
- At least eight years experience in designing and presenting training programs on regulatory process and drafting (if to be assigned to training tasks).
- Taking major responsibility for long term projects involving junior staff members from regulatory research to development of NPRM, and through analysis of public comments, and development of final rule and any related guidance and other regulatory materials (e.g., AC's, Orders, issue papers and other documents needed to facilitate high level public policy decision making).
- Knowledge of and expertise in meeting and training others to meet Federal Administrative Procedure Act and related statutes (Freedom of Information Act, Federal Advisory Committee Act, Regulatory Flexibility Act, etc), Presidential Executive Orders, and other relevant documents (e.g., OMB directives).
- Knowledge and experience in meeting and training others to meet requirements of Federal Register publication and requirements of the FAA internal regulatory process.
- Knowledge of court cases (meaning an awareness of pertinent court cases) interpreting applicability of the relevant statutes, Executive Orders, etc. to specific agency rulemaking.
- Knowledge of current regulatory reform efforts and experience in studying the management of the regulatory process and assisting agencies in developing strategies to make that process more efficient.



**Junior Analyst**

Five years experience in researching and drafting regulatory documents to include the following knowledge and experience:

- Participating in briefings and meetings with clients, (including both headquarters and regional officials) with Departmental and OMB officials and with national and international industry and public interest groups.
- Participating in designing training programs on regulatory process and drafting (if to be assigned to training tasks).
- Participating in long term projects from regulatory research to development of NPRM, and through analysis of public comments, and development of final rule and any related guidance and other regulatory materials (e.g., AC's, Orders, issue papers and other documents needed to facilitate high level public policy decision making).
- Knowledge of Federal Administrative Procedure Act and related statutes (FOIA, FACA, RegFlex, etc), Presidential Executive Orders, and other relevant documents (e.g., OMB directives).
- Knowledge of and experience in meeting requirements of Federal Register publication and requirements of the FAA internal regulatory process.

**Writer/Editor**

Bachelor of Arts (BA) degree or two years experience in researching and drafting regulatory documents for Federal agencies:

- Participating in long term projects by conducting background regulatory research, organizing and summarizing public comments, and providing support services for development of NPRMs, final rules and any related guidance and other regulatory materials (e.g., AC's, Orders, issue papers and other documents).
- Knowledge of Federal Administrative Procedure Act and related statutes (FOIA, FACA, RegFlex, etc), Presidential Executive Orders, and other relevant documents (e.g., OMB directives).
- Knowledge of requirements of Federal Register publication and requirements of the FAA internal regulatory process.

**SECTION D - PACKAGING AND MARKING**

**D.1 PRESERVATION AND PACKAGING**

Preservation, packing, and packaging of articles called for herein shall be in accordance with good commercial practices to assure delivery at destination.

**D.2 MARKING (May 1999)**

All items submitted to the Government shall be clearly marked as follows:

- A. NAME OF CONTRACTOR;
- B. CONTRACT NUMBER;
- C. TASK ORDER NUMBER;
- D. DESCRIPTION OF ITEMS CONTAINED THEREIN;
- E. CONSIGNEE'S NAME AND ADDRESS; and
- F. If applicable, packages containing software or other magnetic media shall be marked on external containers with a notice reading substantially as follows: "CAUTION: SOFTWARE/MAGNETIC MEDIA ENCLOSED. DO NOT EXPOSE TO HEAT OR MAGNETIC FIELDS".

**SECTION E - INSPECTION AND ACCEPTANCE****E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/> - Federal Acquisition Regulation

<http://www.dot.gov/ost/m60/tamtar/tam.htm> - Transportation Acquisition Manual

| NUMBER    | TITLE                                       | DATE     |
|-----------|---|----------|
| 52.246-3  | Inspection of Supplies – Cost Reimbursement | APR 1984 |
| 52.246-5  | Inspection Of Services- Cost-Reimbursement  | APR 1984 |
| 52.246-15 | Certificate Of Conformance                  | APR 1984 |

**E.2 GOVERNMENT REVIEW AND ACCEPTANCE (May 1999)**

A. Technical inspection and acceptance of all work, performance, reports, and other deliverables under this contract shall be performed at the location specified in an individual Task Order. The Task Order shall also designate the individual responsible for inspection and acceptance, as well as the basis for acceptance. Task Order deliverable items rejected shall be corrected in accordance with the applicable clauses.

B. Unless otherwise stated in the individual Task Order, the Government requires a period not to exceed thirty (30) days after receipt of the final deliverable item(s) for inspection and acceptance or rejection. Final acceptance rests with the Contracting Officer or designee.

## SECTION F - DELIVERIES OR PERFORMANCE

### F.1 FAR CLAUSES INCORPORATED BY REFERENCE

|           |  |          |
|-----------|--|----------|
| 52.242-15 | Stop-Work Order. (AUG 1989) -- Alternate I | APR 1984 |
| 52.247-34 | F.O.B. Destination.                        | NOV 1991 |

### F.2 PERFORMANCE PERIOD

- (a) This contract shall become effective on October 1, 2001 or on the effective date of the contract, whichever is later. The ordering period is five (5) years from the effective date of the contract. Also, see the clause in Section I entitled, Ordering (FAR 52.216-18).
- (b) The performance period shall continue until the date specified in the clause in Section I entitled Indefinite Quantity (FAR 52.216-22).
- (c) Individual Task Orders will specify a beginning date (OF347, block 1) and an ending date (Section F therein). Costs incurred prior to the beginning date or after the ending date shall not be directly allowable without the written consent of the Contracting Officer (modification).

### F.3 WARRANTIES - (MAY 1999)

With respect to equipment or supplies acquired under this contract, title of which will pass to the Government, the Contractor shall ensure that any warranties, together with rights to replacement, service, or technical assistance, shall run to or automatically be assigned to the Government.

### F.4 LICENSES - (SEP 1999)

With respect to any computer software, databases or other licensed product, acquired for use by to the Government, the Contractor shall ensure that the license, together with any associated rights, shall run to or automatically be assigned to the Government.

### F.5 DELIVERABLES

The Contractor deliverables will be specified as part of each Task Order and may include:

- Reports of participation in various planning meetings and briefings including preparation and presentation of briefing material.
- Formal documentation in accordance with government documentation standards (e.g., ANPRM, NPRM, Final Rules, Orders, Notices, etc.).
- Reports of studies or analyses.
- Technical Project Memoranda.
- Training materials for use in regulatory training classes
- Monthly progress reports describing work accomplished in the previous month, work planned, and any problems identified since the previous report.
- Monthly Cost Reports setting forth monthly cumulative (1) direct labor hours by categories, and (2) elements of cost by direct labor dollars, overhead, other direct costs, etc. which have been incurred, and including an assessment of completing the remaining work on schedule.

## SECTION G - CONTRACT ADMINISTRATION DATA

### G.1 1252.242-73 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (OCT 1994)

A. The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review and/or inspection and acceptance of supplies and services, including construction and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the Contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

B. The Contracting Officer cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

### G.2 RESPONSIBILITY FOR CONTRACT ADMINISTRATION (DEC 1998)

Contracting Officer: The Contracting Officer (CO) has the overall responsibility for this contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, the CO may delegate certain other responsibilities to his/her authorized representatives.

Administrative Contracting Officer: An Administrative Contracting Officer (ACO) may be designated by the Contracting Officer. The duties of an ACO include but are not limited to: analyzing and making recommendations on the Contractor's proposals, offers, or quotations upon request of the Contracting Officer and approving Contractor's invoices in accordance with the terms of the contract.

Contracting Officer's Technical Representative: A Contracting Officer's Technical Representative (COTR) will be designated by the Contracting Officer. The responsibilities of the COTR include but are not limited to: inspecting and monitoring the Contractor's work; determining the adequacy of performance by the Contractor in accordance with the terms and conditions of this contract; acting as the Government's representative in charge of work at the site to ensure compliance with contract requirements in so far as the work is concerned; and advising the Contracting Officer of any factors which may cause delay in performance of the work. The COTR does not have the authority to make new assignments of work or to issue directions that cause an increase or decrease in the price of this contract or otherwise affect any other contract terms.

Task Order Contracting Officer's Technical Representative: The Contracting Officer may designate a Task Order Contracting Officer's Technical Representative (TOCOTR). The TOCOTR will perform the duties of the COTR in connection with the technical oversight of an individual Task Order.

The Contracting Officer, Administrative Contracting Officer, and Technical Representatives are located at:

DOT/RSPA/VOLPE CENTER  
55 BROADWAY, KENDALL SQUARE  
CAMBRIDGE, MA 02142-1093

### G.3 VOUCHER REVIEW - (MAY 1999)

The Government may at its sole discretion arrange for a Contractor to review vouchers and supporting data submitted for payment under the provisions of this contract. The Contractor reviewing vouchers and supporting data will perform this function in accordance with contract provisions which prohibit disclosure of proprietary financial data or use of such data for any purpose other than to perform accounts payable services.

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 YEAR 2000 COMPLIANCE (DEC 1998)**

The Contractor shall ensure that each hardware, software, and firmware product ("product") delivered under this contract shall be Year 2000 compliant. This means being able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, the product, when used in combination with other Year 2000 compliant information technology shall accurately process and exchange date/time data with it.

The Government will identify the existing technology with which the new technology will be used and specify whether it is Year 2000 compliant, on a Task Order basis.

### **H.2 ISSUANCE OF TASK ORDERS (MAY 1999)**

(a) Under this contract, as firm work requirements materialize, within the period of performance set forth herein, and within the funds allotted hereunder, the Contracting Officer will direct the Contractor to perform work as generally described in Section C. The Contracting Officer will issue such directions to the Contractor in the form of Task Orders (TOs). Prior to issuance of any TO, the Contracting Officer will discuss with the Contractor the work to be performed, the timing thereof, and will negotiate the estimated cost thereof. In the event that agreement cannot be reached on the estimated cost of any TO, the Contracting Officer may unilaterally determine the estimated cost of that TO. In such event, the Contractor may seek relief or remedies as set forth in the Disputes clause. Except as specifically provided herein, the Government makes no representation as to the number of Task Orders or the actual amount of work which will be assigned. The Contractor shall not perform work hereunder nor incur any cost hereunder, until it receives a specific Task Order signed by the Contracting Officer. Each Task Order will contain as a minimum, the following:

1. Sequential number.
2. Statement of the problem.
3. Scope of work effort.
4. Reporting requirements.
5. Time schedule of performance.
6. Estimated level of effort to be expended.
7. Estimated cost.
8. Required signature.
9. Delivery, inspection and final acceptance points.

(b) If a Task Order will culminate in a report the TO will specify the type of report and format required.

### **H.3 INCREMENTAL FUNDING OF TASK ORDERS (DEC 1998)**

Pursuant to FAR 52.232-22, Limitation of Funds (APR 1984), incorporated by reference herein, Task Orders issued under this contract may be incrementally funded.

A. When a term form Task Order is incrementally funded, the following clause will be set forth in full in the Task Order:

**LIMITATION OF LIABILITY - INCREMENTAL FUNDING (TERM FORM)**

(1) The amount available for payment for this incrementally funded Task Order is hereby increased from \$ \_\_\_\_\_ by \$ \_\_\_\_\_ to \$ \_\_\_\_\_. The amount allotted to the estimated cost is increased from \$ \_\_\_\_\_ by \$ \_\_\_\_\_ to \$ \_\_\_\_\_. The amount obligated for the fixed fee/award fee is increased from \$ \_\_\_\_\_ to \$ \_\_\_\_\_. This modification involves no change in the total level-of-effort, estimated costs or fixed fee/award fee of this contract, unless otherwise specified herein. The Limitation of Funds clause, FAR 52.232-22, applies to the amount allotted to cover the estimated costs only. The fixed-fee will be payable in accordance with other clauses of the contract.

(2) The estimated level of effort applicable to the incremental funding provided herein is \_\_\_\_\_ professional labor-hours.

(3) The incremental funding provided herein is estimated to be adequate for services performed through \_\_\_\_\_.

B. When a completion form Task Order is incrementally funded, the following clause will be set forth in full in the Task Order.

**LIMITATION OF LIABILITY - INCREMENTAL FUNDING (COMPLETION FORM)**

(1) The amount available for payment for this incrementally funded Task Order is hereby increased from \$ \_\_\_\_\_ by \$ \_\_\_\_\_ to \$ \_\_\_\_\_. The amount allotted to the estimated cost is increased from \$ \_\_\_\_\_ by \$ \_\_\_\_\_ to \$ \_\_\_\_\_. The amount obligated for the fixed fee/award fee is increased from \$ \_\_\_\_\_ to \$ \_\_\_\_\_. This modification involves no change in the total level-of-effort, estimated costs or fixed fee/award fee of this contract, unless otherwise specified herein. The Limitation of Funds clause, FAR 52.232-22, applies to the amount allotted to cover the estimated costs only. The fixed-fee will be payable in accordance with other clauses of the contract

(2) The incremental funding provided herein is applicable to the tasks and deliverables specified in \_\_\_\_\_.

**H.4 INSURANCE (DEC 1998)**

See Section I - Contract Clause FAR 52.228-7, "Insurance-Liability to Third Persons (MAR 1996)."

A. The Contractor shall secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the Contractor under this contract.

(1) Workman's compensation insurance as required by law of the State.

(2) Comprehensive bodily injury liability insurance with limits of not less than \$500,000 for each accident.

(3) Property damage liability with a limit of not less than \$100,000 for each accident.

(4) Automotive bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each accident, and property damage liability insurance, with a limit of not less than \$40,000 for each accident.

B. Each policy of insurance shall contain an endorsement that any cancellation or material change in the coverage adversely affecting the Government's interest shall not be effective unless the insurer or the Contractor gives written notice of cancellation or change to the Contracting Officer at least thirty (30) calendar days prior to the aforementioned actions. When the coverage is provided by self-insurance, the Contractor shall not change or decrease the coverage without the Contracting Officer's prior approval.

C. A certificate of each policy of insurance shall be furnished to the Contracting Officer within ten (10) days after notice of award certifying, among other things, that the policy contains the aforesaid endorsement. The insurance companies providing the above insurance shall be satisfactory to the Government. Notices of policy changes shall be furnished to the Contracting Officer.

**H.5 SALES TAX EXEMPTION - (SEP 1999)**

A. The Volpe National Transportation Systems Center, as part of the Department of Transportation, an agency of the United States, is an exempt purchaser. Accordingly, all purchases of personal property by this organization are exempt from state and local taxation.

B. The Contractor will be provided with Tax Exemption certificates for the purpose of obtaining an exemption under this procurement for materials and equipment purchased under this procurement. Notwithstanding the terms of the Federal, State, and Local Taxes clause, the Contractor shall state separately on its vouchers the amount of state sales tax, and the Government agrees to either to pay the amount of the tax to the Contractor or, where the amount of the tax exceeds \$250.00 to provide evidence necessary to sustain the exemption.

**H.6 GPO PRINTING REQUIREMENT (DEC 1998)**

All printing funded by this contract will be accomplished in conformance with Title 44, United States Code, regulations of the Joint Committee on Printing, applicable provisions of appropriation acts, and applicable regulations issued by the Government Printing Office and the Department of Transportation.



## SECTION I - CONTRACT CLAUSES

## I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/> - Federal Acquisition Regulation

<http://www.dot.gov/ost/m60/tamtar/tam.htm> - Transportation Acquisition Manual

## I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

| NUMBER    | TITLE  | DATE     |
|-----------|--|----------|
| 52.202-1  | Definitions.   | OCT 1995 |
| 52.203-5  | Covenant Against Contingent Fees.  | APR 1984 |
| 52.203-6  | Restrictions on SubContractor Sales to the Government.   | JUL 1995 |
| 52.203-7  | Anti-Kickback Procedures.  | JUL 1995 |
| 52.203-8  | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.  | JAN 1997 |
| 52.203-10 | Price or Fee Adjustment for Illegal or Improper Activity.  | JAN 1997 |
| 52.203-12 | Limitation on Payments to Influence Certain Federal Transactions.  | JUN 1997 |
| 52.204-4  | Printed or Copied Double-Sided on Recycled Paper.  | AUG 2000 |
| 52.209-6  | Protecting the Governments Interest When Subcontracting Debarred, Suspended, or Proposed for Debarment.  | JUL 1995 |
| 52.215-2  | Audit and Records - Negotiation.   | JUN 1999 |
| 52.215-8  | Order of Precedence--Uniform Contract Format.  | OCT 1997 |
| 52.215-14 | Integrity of Unit Prices.  | OCT 1997 |
| 52.215-15 | Pension Adjustments and Asset Reversions.  | DEC 1998 |
| 52.215-17 | Waiver of Facilities Capital Cost of Money.  | OCT 1997 |
| 52.215-18 | Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions.  | OCT 1997 |
| 52.215-21 | Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications.   | OCT 1997 |
| 52.216-7  | Allowable Cost and Payment.  | MAR 2000 |
| 52.216-8  | Fixed Fee.   | MAR 1997 |
| 52.216-18 | Ordering <b>(fill-in)</b><br>para. (a): from date of contract award through five (5) years thereafter  | OCT 1995 |
| 52.216-19 | Order Limitations <b>(fill-in)</b><br>para. (a): less than \$2,500.<br>subpara. (a)(1): \$1,000,000<br>subpara. (a)(2): \$1,000,000<br>subpara. (a)(3): 7 days<br>subpara. (d): 7 days | OCT 1995 |
| 52.216-22 | Indefinite Quantity <b>(fill-in)</b><br>para (d): six months after the end of the term of the contract.  | OCT 1995 |
| 52.217-8  | Option to Extend Services.   | NOV 1999 |
| 52.219-6  | Notice of Total Small Business Set-Aside.  | JUL 1996 |
| 52.219-8  | Utilization of Small Business Concerns.  | OCT 2000 |
| 52.219-14 | Limitations on Subcontracting.   | DEC 1996 |
| 52.222-2  | Payment For Overtime Premiums <b>(fill-in)</b><br>para. (a): does not exceed <b>\$0.00</b>   | JUL 1990 |
| 52.222-3  | Convict Labor.   | AUG 1996 |
| 52.222-26 | Equal Opportunity.   | FEB 1999 |
| 52.222-35 | Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era.  | APR 1998 |
| 52.222-36 | Affirmative Action for Workers with Disabilities.  | JUN 1998 |

|           |   |          |
|-----------|---|----------|
| 52.222-37 | Employment Reports on Disabled Veterans and Veterans.                                 | JAN 1999 |
| 52.223-5  | Pollution Prevention and Right-to-Know Information.                                   | APR 1998 |
| 52.223-6  | Drug-Free Workplace.  | JAN 1997 |
| 52.223-14 | Toxic Chemical Release Reporting.   | OCT 2000 |
| 52.225-13 | Restrictions on Certain Foreign Purchases.  | JUL 2000 |
| 52.225-14 | Inconsistency Between English Version and Translation.                                | FEB 2000 |
| 52.227-1  | Authorization and Consent.  | JUL 1995 |
| 52.227-2  | Notice and Assistance Regarding Patent and Copyright Infringement.                    | AUG 1996 |
| 52.227-14 | Rights in Data - General.   | JUN 1987 |
| 52.227-17 | Rights in Data – Special Works.   | JUN 1987 |
| 52.228-7  | Insurance - Liability to Third Persons.   | MAR 1996 |
| 52.232-17 | Interest.   | JUN 1996 |
| 52.232-18 | Availability of Funds.  | APR 1984 |
| 52.232-20 | Limitation of Cost.   | APR 1984 |
| 52.232-22 | Limitation of Funds.  | APR 1984 |
| 52.232-25 | Prompt Payment.   | JUN 1997 |
| 52.232-23 | Assignment of Claims.   | JAN 1986 |
| 52.232-33 | Payment by Electronic Funds Transfer – Central Contractor Registration.               | MAY 1999 |
| 52.233-1  | Disputes.   | DEC 1998 |
| 52.233-3  | Protest after Award.  | AUG 1996 |
| 52.237-10 | Identification of Uncompensated Overtime.   | OCT 1997 |
| 52.242-1  | Notice of Intent to Disallow Costs.   | APR 1984 |
| 52.242-3  | Penalties for Unallowable Costs.  | OCT 1995 |
| 52.242-4  | Certification of Final Indirect Costs.  | JAN 1997 |
| 52.242-13 | Bankruptcy.   | JUL 1995 |
| 52.243-2  | Changes - Cost-Reimbursement.<br>Alternate II - APR 1984                              | AUG 1987 |
| 52.243-7  | Notification Of Changes   | APR 1984 |
| 52.244-2  | Subcontracts. (AUG 1998) -- Alternate II  | AUG 1998 |
| 52.244-5  | Competition in Subcontracting.  | DEC 1996 |
| 52.245-1  | Property Records.   | APR 1984 |
| 52.245-5  | Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts). | JAN 1986 |
| 52.246-25 | Limitation of Liability--Services.  | FEB 1997 |
| 52.247-63 | Preference for Privately Owned U.S.-Flag Air Carriers.                                | JAN 1997 |
| 52.247-64 | Preference for Privately Owned U.S.-Flag Commercial Vessels.                          | JUN 2000 |
| 52.248-1  | Value Engineering.  | FEB 2000 |
| 52.249-6  | Termination (Cost-Reimbursement).   | SEP 1996 |
| 52.249-14 | Excusable Delays.   | APR 1984 |
| 52.251-1  | Government Supply Sources.  | APR 1984 |
| 52.253-1  | Computer Generated Forms.   | JAN 1991 |

## **I.2 52.204-1 APPROVAL OF CONTRACT (DEC 1989)**

This contract is subject to the written approval of the **Branch Chief, DTS-853, Contracts and Small Business Programs Branch, Volpe Acquisition Management Division** and shall not be binding until so approved.

## **I.3 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

(1) when the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) the Contractor shall also notify the aco within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

- (1) maintain current, accurate, and complete inventory records of assets and their costs;
- (2) provide the aco or designated representative ready access to the records upon request;
- (3) ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

**I.4 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1998)**

(a) Definitions.

"commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subContractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subContractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any far provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (e.o. 11246);
- (2) 52.222-35, Affirmative Action For Disabled Veterans And Veterans Of The Vietnam Era (38 u.s.c. 4212(a));
- (3) 52.222-36, Affirmative Action For Workers With Disabilities (29 u.s.c. 793); and
- (4) 52.247-64, Preference For Privately Owned U.S.-Flagged Commercial Vessels (46 u.s.c. 1241) (flow down not required for subcontracts awarded beginning may 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

**I.5 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)**

If the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the Volpe National Transportation Systems Center and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the Volpe National Transportation Systems Center and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract no. [ \* ]. This may be confirmed by contacting [ \* ].

\* To be completed at time of award

**I.6 52.247-67 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (JUN 1997)**

(a)(1) In accordance with paragraph (a)(2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid--

(i) by the Contractor under a cost-reimbursement contract; and

(ii) by a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(2) Cost-reimbursement Contractors shall only submit for audit those CBL's with freight shipment charges exceeding \$50.00. Bills under \$50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(b) The Contractor shall forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to the:

General Services Administration  
Attn: FWA  
1800 F Street, NW  
Washington, DC 20405

The Contractor shall include the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for first-tier subcontractors under a cost-reimbursement contract. If the inclusion of the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for any subcontractor in the shipment is not practicable, the documents may be forwarded to GSA in a separate package.

(c) Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the Contractor to GSA. The Contractor shall ensure that the name of the contracting agency is stamped or written on the face of the bill before sending it to GSA.

(d) A statement prepared in duplicate by the Contractor shall accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of the statement. The statement shall show--

- (1) the name and address of the Contractor;
- (2) the contract number including any alpha-numeric prefix identifying the contracting office;
- (3) the name and address of the contracting office;
- (4) the total number of bills submitted with the statement; and
- (5) a listing of the respective amounts paid or, in lieu of such listing, an adding machine tape of the amounts paid showing the Contractor's voucher or check numbers.

## **II. TRANSPORTATION ACQUISITION REGULATION (48 CFR CHAPTER 12) CLAUSES**

### **I.7 1252.215-70 KEY PERSONNEL AND/OR FACILITIES. (OCT 1994)**

- (a) The personnel and/or facilities as specified in paragraph (c) are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel and/or facilities, as appropriate.
- (b) Prior to removing, replacing, or diverting any of the specified individuals or facilities, the Contractor shall notify, in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.
- (c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer. The Contracting Officer may ratify, in writing, the change and such ratification shall constitute the consent of the Contracting Officer required by this clause.

#### **The Key Personnel and/or Facilities under this Contract:**

Personnel proposed and accepted by the Government in the contract in the following labor categories are considered Key Personnel subject to the above provisions for the purpose of this contract:

#### **Labor Category**

Senior Analyst

Analyst

### **I.8 1252.223-73 SEAT BELT USE POLICIES AND PROGRAMS (APR 2000)**

In accordance with Executive Order 13043, the Contractor is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. Information on how to implement such a program, or statistics on the potential benefits and cost-savings to companies or organizations, can be found in the Buckle Up America section on NHTSA's website at [www.nhtsa.dot.gov](http://www.nhtsa.dot.gov). Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in Washington, D.C. dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user-friendly program kit, and an award for achieving the goal of 85 percent seat belt use. NETS can be contacted at 1-888-221-0045 or visit its website at [www.trafficsafety.org](http://www.trafficsafety.org).

This clause should be included in all contracts, subcontracts, and grant agreements entered into by the Contractor as a result of this award.

**I.9. 1252.245-70 GOVERNMENT PROPERTY REPORTS (OCT 1994)**

(a) The Contractor shall prepare an annual report of Government property in its possession and the possession of its subContractors.

(b) The report shall be submitted to the Contracting Officer not later than September 15 of each calendar year on Form DOT F 4220.43, Contractor Report of Government Property.

## SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

### K.1 FAR PROVISIONS INCORPORATED BY REFERENCE

#### FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

| NUMBER    | TITLE  | DATE     |
|-----------|--|----------|
| 52.203-11 | Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. | APR 1991 |
| 52.204-5  | Women-Owned Business (Other Than Small Business).  | MAY 1999 |
| 52.222-21 | Prohibition of Segregated Facilities.  | FEB 1999 |
| 52.223-4  | Recovered Material Certification.  | OCT 1997 |

### K.2 SIGNATURE

By execution and submission of this statement, the undersigned acknowledges that he/she has reviewed and, where appropriate, has fully and accurately completed each of the certifications and/or representations contained in Section K of this solicitation for the purpose(s) set forth herein, and that he/she has been authorized to do so on behalf of the Offeror.

\_\_\_\_\_ Signature

\_\_\_\_\_ Typed Name, Title

\_\_\_\_\_ Offeror

\_\_\_\_\_ Date

### K.3 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBERING REPORTING

Contractor is requested to fill in the appropriate information set forth below:

(1) DUNS Identification No. \_\_\_\_\_ (this number is assigned by Dun & Bradstreet, Inc., and is contained in that company's Data Universal Numbering System (DUNS). If the number is not known, it can be obtained from any Dun & Bradstreet Branch office. If no number has been assigned by Dun & Bradstreet, insert the word "none" in the space.)

(2) Home Office County and Congressional District: \_\_\_\_\_

(3) Principal Place of Performance of the work required under the resulting contract (City, County, and State): \_\_\_\_\_

(4) Congressional District of the Principal Place of Performance: \_\_\_\_\_

### K.4 52.204-3 TAXPAYER IDENTIFICATION. (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

**K.5 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS. (MAR 1996)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -



(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(d) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K.6 52.215-6 PLACE OF PERFORMANCE. (OCT 1997)**

(a) The Offeror or respondent, in the performance of any contract resulting from this solicitation, \_\_\_\_ intends, \_\_\_\_ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the Offeror or respondent as indicated in this proposal or response to request for information.

(b) If the Offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE  
(STREET ADDRESS, CITY,  
STATE, COUNTY, ZIP CODE

NAME AND ADDRESS OF OWNER  
AND OPERATOR OF THE PLANT  
OR FACILITY IF OTHER THAN  
OFFEROR OR RESPONDENT

\_\_\_\_\_  
\_\_\_\_\_

**K.7 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS. (OCT 2000) --  
ALTERNATE I (OCT 2000)**

(a)(1) The standard industrial classification (NAICS) code for this acquisition is **54199**.

(2) The small business size standard is **\$5,000,000.00**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The Offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The Offeror represents, for general statistical purposes, as part of its offer that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The Offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) [Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The Offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) [Complete only if Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision --

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Women-owned small business concern," as used in this provision, means a small business concern -

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

**K.8 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS. (OCT 1999) –  
ALTERNATE I (OCT 1998)**

(a) General. This provision is used to assess an Offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The Offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

(ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) For Joint Ventures. The Offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The Offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture]: \_\_\_\_\_

(3) Address. The Offeror represents that its address \_\_ is, \_\_ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The Offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the Offeror as listed on the Small Business Administrations register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

**K.9 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS. (FEB 1999)**

The Offeror represents that -

- (a) It ( ) has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ( ) has, ( ) has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subContractors, will be obtained before subcontract awards.

**K.10 52.222-25 AFFIRMATIVE ACTION COMPLIANCE. (APR 1984)**

The Offeror represents that -

- (a) it \_\_\_ has developed and has on file, \_\_\_ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the secretary of labor (41 cfr 60-1 and 60-2); or
- (b) it \_\_\_ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the secretary of labor.

**K.11 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING. (OCT 2000)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the Offeror certifies that -

- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the Offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *(Check each block that is applicable.)*

\_\_\_ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

\_\_\_ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

\_\_\_ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

\_\_\_ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

\_\_\_ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**K.12 52.225-1 BUY AMERICAN CERTIFICATE. (DEC 1989)**

The Offeror certifies that each end product, except those listed below, is a domestic end product (as defined in the clause entitled "Buy American Act - Supplies"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

| Excluded end products | country of origin |
|-----------------------|-------------------|
| _____                 | _____             |
| _____                 | _____             |
| (list as necessary)   |                   |

Offerors may obtain from the contracting officer lists of articles, materials, and supplies excepted from the Buy American Act.

**K.13 52.225-8 BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM CERTIFICATE. (JAN 1994)**

(a) The Offeror hereby certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act - Trade Agreements - Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(b) excluded end products:

| Line item no        | country of origin |
|---------------------|-------------------|
| _____               | _____             |
| _____               | _____             |
| _____               | _____             |
| (list as necessary) |                   |

(c) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, Offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or caribbean basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(1) the Offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act - Trade Agreements - Balance of Payments Program:"

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(insert line item numbers)

(2) the Offeror certifies that the following supplies qualify as "caribbean basin country end products" as that term is defined in the clause entitled "Buy American Act - Trade Agreements - Balance of Payments Program:"

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(insert line item numbers)

(d) offers will be evaluated in accordance with part 25 of the Federal Acquisition Regulation.

**K.14 52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION. (MAY 1997)**

(a) Definitions. As used in this provision -

"Historically Black College or University" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority Institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for the purpose of this provision, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

(b) Representation. The Offeror represents that it -

\_\_\_ is \_\_\_ is not a Historically Black College or University;

\_\_\_ is \_\_\_ is not a Minority Institution.

**K.15 52.227-6 ROYALTY INFORMATION. (APR 1984)**

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) name and address of licensor.

(2) date of license agreement.

(3) patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) percentage or dollar rate of royalty per unit.

(6) unit price of contract item.

(7) number of units.

(8) total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the contracting officer before execution of the contract, the Offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

**K.16 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE. (MAY 1999)**

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the Offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the Offeror's response is not determinative of the status of such data should a contract be awarded to the Offeror.

(c) The Offeror has reviewed the requirements for the delivery of data or software and states [Offeror check appropriate block] --

\_\_\_ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

\_\_\_ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

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Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data--General."



**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS****L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/> - Federal Acquisition Regulation

<http://www.dot.gov/ost/m60/tamtar/tam.htm> - Transportation Acquisition Manual

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS**

| <b>NUMBER</b> | <b>TITLE</b>  | <b>DATE</b> |
|---------------|---|-------------|
| 52.204-6      | Data Universal Numbering System (DUNS) Number.                  | JUN 1999    |
| 52.214-35     | Submission of Offers in U.S. Currency.                          | APR 1991    |
| 52.215-1      | Instructions to Offerors – Competitive Acquisition.             | FEB 2000    |
| 52.215-16     | Facilities Capital Cost of Money.                               | OCT 1997    |
| 52.222-46     | Evaluation of Compensation for Professional Employees.          | FEB 1993    |
| 52.232-38     | Submission of Electronic Funds Transfer Information with Offer. | MAY 1999    |

**L.2 1252.209-70 DISCLOSURE OF CONFLICTS OF INTEREST (OCT 1994)**

It is the Department Of Transportation's (DOT) policy to award contracts to only those Offerors whose objectivity is not impaired because of any related past, present, or planned interest, financial or otherwise, in organizations regulated by DOT or in organizations whose interests may be substantially affected by departmental activities. Based on this policy:

(a) The Offeror shall provide a statement in its proposal which describes in a concise manner all past, present or planned organizational, financial, contractual or other interest(s) with an organization regulated by DOT, or with an organization whose interests may be substantially affected by departmental activities, and which is related to the work under this solicitation. The interest(s) described shall include those of the proposer, its affiliates, proposed consultants, proposed subContractors and key personnel of any of the above. Past interest shall be limited to within one year of the date of the Offeror's technical proposal. Key personnel shall include any person owning more than 20% interest in the Offeror, and the Offeror's corporate officers, its senior managers and any employee who is responsible for making a decision or taking an action on this contract where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

(b) The Offeror shall describe in detail why it believes, in light of the interest(s) identified in (a) above, that performance of the proposed contract can be accomplished in an impartial and objective manner.

(c) In the absence of any relevant interest identified in (a) above, the Offeror shall submit in its proposal a statement certifying that to its best knowledge and belief no affiliation exists relevant to possible conflicts of interest. The Offeror must obtain the same information from potential subContractors prior to award of a subcontract.

(d) The contracting officer will review the statement submitted and may require additional relevant information from the Offeror. All such information, and any other relevant information known to DOT, will be used to determine whether an award to the Offeror may create a conflict of interest. If any such conflict of interest is found to exist, the contracting officer may:

(1) disqualify the Offeror; or

(2) determine that it is otherwise in the best interest of the United States to contract with the Offeror and include appropriate provisions to mitigate or avoid such conflict in the contract awarded.

(e) The refusal to provide the disclosure or representation, or any additional information required, may result in disqualification of the Offeror for award. If nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. If after award the Contractor discovers a conflict of interest with respect to the contract awarded as a result of this solicitation, which could not reasonably have been known prior to award, an immediate and full disclosure shall be made in writing to the contracting officer. The disclosure shall include a full description of the conflict, a description of the action the Contractor has taken, or proposes to take, to avoid or mitigate such conflict. The contracting officer may, however, terminate the contract for convenience if he or she deems that termination is in the best interest of the government.

**L.3 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA. (OCT 1997) -- ALTERNATE IV (OCT 1997)**

(a) Submission of cost or pricing data is not required.

(b) Provide information described below: See Clause L8, INSTRUCTIONS FOR SUBMISSION OF VOLUME II - COST/BUSINESS PROPOSAL

**L.4 52.216-1 TYPE OF CONTRACT. (APR 1984)**

The Government contemplates award of an Indefinite Delivery/Indefinite Quantity contract with Cost-Plus-Fixed-Fee provisions resulting from this solicitation.

**L.5 52.233-2 SERVICE OF PROTEST. (AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the contracting officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S Department of Transportation  
RSPA/Volpe National Transportation Systems Center  
Attn: Michael Leary, DTS-853  
55 Broadway, Kendall Square  
Cambridge, MA 02142

(b) the copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L.6 GENERAL INFORMATION**

**A. PROPOSAL IDENTIFICATION**

For ease of reference, an Offeror's submissions covering factors other than cost, i.e., Staffing, Past Performance, Response to Hypothetical Tasks, and Management Plan will be referred to in this RFP as the "Technical Proposal."

**B. AWARD WITHOUT DISCUSSIONS**

The Government intends to evaluate proposals and award a contract based on the initial offer (FAR 52.215-1(f)(4)). It is particularly important that each Offeror be fully responsive in providing their best offer initially, since there may be no opportunity to revise proposals at a later date.

Offerors' initial proposals shall be reviewed to determine whether they satisfy the formal requirements of the solicitation. Those proposals determined by the Government to be so grossly and obviously deficient as to be totally unacceptable on their face may be eliminated from further consideration before the initial evaluation.

Failure of Offerors to respond or follow the instructions regarding the organization and content of the proposal volumes may result in the entire offer being eliminated before initial evaluation.

An incomplete or deficient cost and price proposal will impede the Contracting Officer from performing a cost analysis to determine probable cost to the Government and reasonableness of proposed costs. If an Offeror's initial cost proposal is so grossly deficient or ambiguous that a cost analysis can not be performed, or proposed costs are not supported or do not track to the supporting data required by the cost exhibits, that Offeror's cost proposal may be deemed unrealistic and the entire offer may be excluded from evaluation.

**Note: Award Exclusion**

Contractors may not act as both a prime Contractor and a subcontractor under the contract to be awarded under this solicitation. Proposals involving such teaming arrangements will be eliminated from consideration.

**C. CONSISTENCY BETWEEN TECHNICAL AND COST/BUSINESS PROPOSALS**

Offerors are required to demonstrate consistency between the labor as included in the cost proposal and the labor as evaluated in the technical proposal. First, the cost proposal must reflect realistic hours for the categories for which individuals identified in the technical proposal are proposed.

Second, the labor rate proposed for the labor category must be based on the actual individual rate or, if supported by the Offeror or its proposed subContractor's accounting system and approved by the cognizant Government agency, the company category rate of the individual for which a resume has been submitted. It is not acceptable to submit a lower labor rate based on the assumption that other individuals from the company can meet the labor qualifications standards of this solicitation. If the Offeror or one of its subContractors wishes to be evaluated at a lower cost, it must submit a resume from a lower-paid employee. In the case of multiple resumes from the same company, any imbalance in the weighting of the proposed involvement of any individual must be justified.

Finally, the time of the proposed Key Personnel must be reflected in the cost proposal. Any attempt to have the technical proposal evaluated with the higher priced, highly qualified team and the cost proposal evaluated with the lower priced, less skilled team will result, at a minimum, in the Offeror's proposal being adjusted or evaluated at a higher cost, or at worst, being removed from consideration for award for failure to follow solicitation instructions.

**D. INQUIRIES**

Any inquiries or correspondence pertaining to the Request for Proposal must be received not later than 14 calendar days after issuance of this RFP. Address all written inquiries to:

U.S Department of Transportation  
RSPA/Volpe National Transportation Systems Center  
Attn: Michael Leary, DTS-853  
55 Broadway, Kendall Square  
Cambridge, MA 02142

The envelope must reference the solicitation number and the mail code. Questions may also be submitted by E-Mail to LearyM@volpe.dot.gov or by Fax at (617) 494-3024. Any questions received after this date will be answered only if determined by the Contracting Officer to be in the best interest of the Government. **NO ORAL INQUIRIES WILL BE ANSWERED.** No question of any nature or form can be directed to technical personnel. Any additions, deletions or changes to this procurement will be made by amendment to the RFP. Each amendment will be identified by number, and receipt thereof will be acknowledged by each Offeror. Consistent with the dissemination of the Request for Proposal, **any amendment will be posted on**

**the Volpe Center Acquisition Management Division INTERNET home page**

(<http://www.volpe.dot.gov/procure/index.html>) and no paper copies will be mailed to prospective Offerors.

#### **E. COST/BUSINESS PROPOSAL REVIEW**

The Government may at its sole discretion arrange for a Contractor to assist in the review of cost/business proposals. The Contractor reviewing proposals and supporting documentation are required to: safeguard all proprietary data; complete non-disclosure statements; and complete conflict of interest statements.

#### **F. PROPOSAL SUBMISSION**

1. Your proposal must be prepared in two (2) separate parts entitled, respectively, "Technical Proposal" and "Cost/Business Proposal". Each part of your proposal should be complete in itself so that evaluation of both parts may be accomplished concurrently and evaluation of the technical proposal may be made strictly on the basis of technical merit.

2. The number of copies of proposals to be submitted is six (6) copies for the technical proposal and three (3) for the cost/business proposal. The cost/business proposal must also be submitted on a 3 1/2 inch floppy disk in a format compatible with Microsoft Excel 2000. Proposals must be identified with the RFP number and the VNTSC mail code and must be mailed or hand carried to Michael Leary, DTS-853, Volpe National Transportation Systems Center, Kendall Square, Cambridge, MA 02142, to insure receipt by 2:30 p.m. (local time) on **June 5, 2001**. Packages should be clearly labeled "Proposal Data, to be opened by Addressee Only."

3. The attached Standard Form 33 and all representations, certifications, and acknowledgments contained in Section K must be completed and signed by an authorized official of your organization and be attached to your cost/business proposal.

#### **G. PAGE LIMITS**

The maximum number of pages that may be submitted for the technical and cost/business proposals are as follows:

Volume I - Technical: See L.7.A.2, below

Volume II - Cost/Business: No Limit

#### **H. TEXT**

The text of the proposal shall be formatted on 8 1/2 by 11 inch paper with printing on one side only. Pages shall also be consecutively numbered. Type size shall be 10 point proportional, averaging not more than 14 characters per inch (reduction is not permitted). Exceptions to these restrictions are fold-out pages to 11 x 17 inches used for diagrams, charts, or graphic material. The text will be single spaced with minimum margins as follows:

Left Hand - 1 inch  
Right Hand - 1 inch  
Top - 1 1/2 inch  
Bottom - 3/4 inch

#### **I. BINDING**

The volumes must be loose leaf and in binders which can be easily opened and closed.

## J. COVER

The cover which shall not count against the page limitation of the proposal of each volume shall indicate the following:

1. Title of proposal
2. Proposal category (technical or cost)
3. Volume number
4. RFP number
5. Name and address of the Offeror
6. Serial number/copy number

## L.7 TECHNICAL PROPOSAL -- INSTRUCTIONS TO OFFERORS

### A. INTRODUCTION

Proposals must be structured in accordance with the instructions contained herein.

#### 1. Organization and Appearance

Your technical proposal should be comprehensive and explicit. Elaboration of general corporate or company experience in non-related activities will detract from the quality of your proposal. All qualifications, experience, and capability should relate to the services required by the Statement of Work. Legibility, conciseness, completeness, clarity of content, coherence, and brevity are important since they will facilitate the Government's evaluation procedure, and will also assure maximum credit being properly assigned to the various aspects of your proposal.

#### 2. Page Limits

The maximum number of pages that may be submitted is as follows:

- a. **Staffing:** Resumes are subject to an overall page limitation of 24 pages. No more than 8 resumes can be submitted in accordance with the above breakdown.
- b. **Past Performance:** The total overall page limit for the summaries of the Offeror's five most relevant contracts is 15. There is no limit for the list of other current contracts required, for past performance reports, or for any information submitted by the Offeror to demonstrate that it has made its best efforts to ensure that customers provide past performance reports to the Volpe Center.
- c. **Response to Hypothetical Tasks:** The written material, including a matrix detailing the participation of each firm and individual proposed to be utilized shall not exceed ten pages.
- d. **Management Approach:** The written material describing the Offeror's approach to management of the contract tasks shall not exceed ten pages.

### B. PROPOSAL CONTENT

Your technical proposal shall consist of three parts as follows:

#### PART 1 - STAFFING

The purpose of this section is to evaluate the qualifications of the Offeror's personnel proposed for this contract, in terms of technical expertise, experience, education and qualifications relevant to the functional area requirements of this contract. Resumes shall be submitted for those individuals proposed to perform in the Key Personnel labor categories as identified in Clause I.7.

The resumes will be by name, the position currently held by that person, and his/her responsibilities, total years with the firm, and a brief description of experience, education and qualifications. Proposal assignments shall be keyed to personnel requirements as shown in the Statement of Work and should relate to proposed organizational structure. Also, in addition to applicable technical experience, resumes should reflect experience (if any) in managing and/or directing projects in a multi-task/multi-disciplinary/nonpersonal support services environment. Resumes should be provided for only those key personnel for whom the Offeror can make a firm commitment to this contract. Any uncertainties and/or part-time staff assignment should be clearly identified. Resumes must also be verifiable in that relevant dates, and names and addresses of educational institutions and employers must be provided for all experience, education, and specialized training claimed. The Government will incorporate key personnel in Section I of the resulting contract.

Offerors shall submit, at a minimum, the number of resumes specified for the following labor categories:

| <u>Labor Category</u> | <u>No. of Resumes (Minimum)</u> |
|-----------------------|---------------------------------|
| Senior Analyst        | 1                               |
| Analyst               | 1                               |

## **PART 2 - PAST PERFORMANCE**

Offerors shall submit their past performance information as a separate part of their proposal for both the Offeror and major (over 20% of the hours in the cost proposal) proposed subContractors. Offerors shall submit this past performance data as a separate part of their proposal which is clearly marked and identifiable.

- a. Each Offeror will be evaluated on its performance under existing and prior contracts for similar products or services. Performance information will be used both for responsibility determinations and as an evaluation factor. References other than those provided by the Contractor may be contacted by the Government and the information received will be used in the evaluation of the Offeror's past performance.
- b. The Offeror must provide a list of contracts that it is currently performing or has completed within the past three years. The Offeror must make a good faith effort to insure that the list includes all prime contracts with a value over \$100,000 with the Federal Government. If the Offeror can demonstrate that including information on all prime contracts with the Federal Government over \$100,000 would create an undue burden on the Offeror because of the large number of applicable contracts, then the list may be reduced to reflect contracts that are most relevant and for which data is readily available. The Offeror must describe in its proposal what types of contracts were excluded, and what process was utilized to insure that all prime contracts with the Federal Government over \$100,000 relevant to the Statement of Work were included. However, the list must include all contracts that are clearly relevant such as those applicable contracts reflecting the involvement of the proposed project manager or principal investigators. If performance is evaluated for each Task Order under a contract, the list may be modified accordingly. The list may also include other contracts considered relevant by the Offeror including those with customers other than the Federal Government. Information regarding the Offeror's performance as a subContractor with the Federal Government will be obtained from the prime Contractor. Include the following information for each contract:
  - 1) Name and address of customer
  - 2) Contract number
  - 3) Contract type
  - 4) Total contract value
  - 5) Description of contract work
  - 6) Contracting Officer address and telephone number
  - 7) Contracting Officer's Technical Representative's address and telephone number
  - 8) Administrative Contracting Officer, if different from item 6, address and telephone number
  - 9) List of major subContractors
  - 10) Assessment of relevance to requirements identified in this solicitation.
  - 11) Whether any final or interim contract past performance report was or has been issued by the contracting agency. Copies of the final or most current past performance report must be

submitted for the five most relevant contracts. Copies of reports on other than the five contracts considered most relevant by the Offeror should not be submitted as part of the proposal, but will be obtained by the Government if the Government considers the contracts relevant.

- c. From the above list, the Offeror must select no more than five contracts that it considers the most relevant in demonstrating its ability to perform the proposed effort. This list of most relevant contracts must be separated from the above list. Offerors may also include information on problems encountered on the five identified contracts and the Offeror's corrective actions.
- d. The Offeror is responsible for making all reasonable efforts to ensure that a completed evaluation report is provided for each of the five cited contracts no later than the due date for receipt of proposals. If the contracting activity has completed a Contractor evaluation report and provided a copy to the Offeror, particularly those completed in accordance with Subpart 42.15 of the FAR, a copy of this report is sufficient. If not, the Offeror is responsible for ensuring that a copy of the performance evaluation report is provided directly to the Volpe Center Contracting Officer by the appropriate customer responding official no later than the proposal submission date. If the customer has not developed its own past performance evaluation report form, VNTSC Form 4200.7, included as Exhibit A to the Technical Proposal Instructions, shall be provided to the customer. Information contained in the evaluation reports shall be considered sensitive and shall not be released to other Offerors. Failure of the Offeror to demonstrate that it has made all reasonable efforts to provide the required past performance reports will result in an unsatisfactory rating for this criteria. The Government reserves the right to obtain additional information from any of the referenced contract contacts and from other Government sources. If the Government receives negative past performance information, (indicating that performance was less than satisfactory) which is not accompanied by a response from the Offeror, a copy of the adverse information will be provided to the Offeror, which will be given a limited period in which to provide a response. If no response is received within the specified time-frame, the negative past performance information will be evaluated as submitted.
- e. Offerors must send a Client Authorization Letter, included as Exhibit B to the Technical Proposal Instructions, to all non-Federal Government references listed in their proposal to assist in the timely processing of past performance evaluations. Client Authorization Letters must be mailed to individual references no later than the proposal submission date. The Offeror shall include a copy of all completed Client Authorization Letters as part of the Past Performance submission.
- f. If the Offeror has no relevant past performance history, it must affirmatively so state. Offerors with no relevant past performance history or Offerors that are unable to provide past performance reports after making all reasonable efforts will not be evaluated favorably or unfavorably under this criteria, in accordance with FAR 15.305.
- g. In the case of a relatively new firm (i.e., established within the last 18 months), the Offeror may submit past performance information for contracts on which its corporate management has performed, to supplement any past performance information for the firm itself; this shall be specifically noted in the proposal submission.
- h. If the Offeror does not either include past performance history or affirmatively state that no past performance history exists or can be obtained, the Offeror's proposal will be ineligible for award.
- i. The overall page limit for the list of the five most relevant contracts (including any information on the problems encountered on the contracts) is 15. This page limit does not apply to the list of other less relevant contracts required, or any information submitted by the Offeror to demonstrate that it has made its best efforts to ensure that customers provide past performance reports to the Government.

**EXHIBIT A**

**AVIATION SAFETY REGULATIONS PROJECT SUPPORT**

**RFP: DTRS57-01-R-20014**

**VNTSC FORM 4200.7**



## PAST PERFORMANCE EVALUATION FORM

|   |  |
|---|--|
| <b>VOLPE NATIONAL TRANSPORTATION SYSTEMS CENTER PAST PERFORMANCE EVALUATION</b>   |  |
| <b>CONTRACTOR PERFORMANCE REPORT</b>  |  |
| <input type="checkbox"/> Final <input type="checkbox"/> Interim – Period Report    From: _____ To: _____  |  |
| 1. Contractor Name and Address: (Identify Division)   | 2. Contract /Task Number: <u>DTRS57</u><br><br>3. Contract Value: \$ _____<br>(Base Plus Options)<br><br>4. Contract Award Date: _____<br><br>5. Contract Completion Date: _____ |
| 6. Type of Contract: (Check all that apply) - <input type="checkbox"/> FP <input type="checkbox"/> FPI <input type="checkbox"/> FP-EPA <input type="checkbox"/> CPFF Completion <input type="checkbox"/> CPFF - Term <input type="checkbox"/> CPIF <input type="checkbox"/> CPAF <input type="checkbox"/> ID/IQ <input type="checkbox"/> BOA <input type="checkbox"/> Requirements <input type="checkbox"/> Labor-Hour <input type="checkbox"/> T&M <input type="checkbox"/> SBSA <input type="checkbox"/> 8(a) <input type="checkbox"/> SBIR <input type="checkbox"/> Sealed Bid <input type="checkbox"/> Negotiated <input type="checkbox"/> Competitive <input type="checkbox"/> Non-Competitive |  |
| 7. Description of Requirement:  |  |
| 8. Initial Ratings: (See Block 15 for Final Rating) Summarize Contractor performance and circle in the column on the right of the number which corresponds to the performance rating for each rating category. Attach additional comments as necessary.   |  |
| a. Quality of Product/Service                      Comments:  | 0<br>1<br>2<br>3<br>4  |
| b. Cost Control                                      Comments:  | 0<br>1<br>2<br>3<br>4  |
| c. Timeliness                                      Comments:  | 0<br>1<br>2<br>3<br>4  |
| d. Business Relations                              Comments:  | 0<br>1<br>2<br>3<br>4  |
| e. Overall Satisfaction Rating                      Comments  | 0<br>1<br>2<br>3<br>4  |

**SOURCE SELECTION INFORMATION – SEE FAR 3.104**

VNTSC F 4200.7(5/96)

OPI:85

## CONTRACTOR PERFORMANCE REPORT INSTRUCTIONS

The Acquisition Division is responsible for the coordination and collection of Contractor Performance Reports. The Contracting Officer (CO) or Administrative Contracting Officer (ACO) will determine whether the report will be completed on a Contractor task basis, and will coordinate completion of the attached report form with either the Contracting Officer's Technical Representative (COTR) or Technical Monitor delegated day-to-day responsibility for administration of the identified Contractor or Task Order. This individual should consult with the CO/ACO where necessary to arrive at a consensus on the ratings to be awarded.

Section 42.1503 of the FAR requires that copies of these forms will be provided to the Contractor, which must have an opportunity to respond and add comments to agency evaluations as described below. The Acquisition Division will perform this coordination function. Furthermore, the FAR requires that past performance evaluations be marked and treated as Source Selection Information and release of this information is prohibited except to Government personnel and the Contractor whose performance is being evaluated. For these reasons, all outside inquiries concerning Contractor past performance should be directed to the ACO, who will have access to the completed forms. Also, completed forms should be returned to the attention of the ACO/CO in a sealed envelope marked "Source Selection Sensitive"

### COMPLETING THE FORM

Blocks 1 through 11 will be completed by the COTR or Technical Monitor, as applicable. Contact the ACO/CO if you require assistance or data in order to complete any of these blocks, especially blocks 1 through 6.

The Acquisition Division will be responsible for forwarding the completed form to the Contractor for review and execution of blocks 12 and 13. The Acquisition Division will ensure blocks 14 through 16 are completed prior to filing in a secured location.

To Be Completed by COTR/Technical Monitor

|              |  |
|--------------|--|
| Top of Form: | Indicate whether the report is a final or interim (annual) report, and give dates for the period of time being covered. Prior to the ending date of the contract, all reports should be marked "Interim".  |
| Block 1:     | Identify the name and address of the prime Contractor.   |
| Block 2:     | Identify contract number of the contract being evaluated. If evaluation is being conducted for a specific task, include the task number.   |
| Block 3:     | Contract value or task value, as applicable. Include all options whether or not exercised to date.   |
| Block 4:     | Identify date that contract was awarded or task issued.  |
| Block 5:     | Identify completion date for contract or task as applicable.   |
| Block 6:     | All items that apply to the Contractor task should be checked.   |
| Block 7:     | Provide a clear and concise description of the work being done under the contract or task and the current level of funding. Attach additional sheet(s), if needed, to ensure the description is adequate for future source selection officials to determine relevance. |

VNTSC F 4200.7

(5/96)

OPI:85

**SOURCE SELECTION INFORMATION – SEE FAR 3.104**

|   |                    |                              |                          |                             |
|---|--------------------|------------------------------|--------------------------|-----------------------------|
| 9. Key Personnel: (Fill in as appropriate)  |                    |                              |                          |                             |
| Name/Title: _____   |                    | Period of Performance: _____ |                          |                             |
| Comments: _____   |                    | _____                        |                          |                             |
|   |                    |                              |                          |                             |
| Name/Title: _____   |                    | Period of Performance: _____ |                          |                             |
| Comments: _____   |                    | _____                        |                          |                             |
|   |                    |                              |                          |                             |
| Name/Title: _____   |                    | Period of Performance: _____ |                          |                             |
| Comments: _____   |                    | _____                        |                          |                             |
|   |                    |                              |                          |                             |
| Name/Title: _____   |                    | Period of Performance: _____ |                          |                             |
| Comments: _____   |                    | _____                        |                          |                             |
|   |                    |                              |                          |                             |
| 10. Would you recommend this firm for award? Please explain.  |                    |                              |                          |                             |
|   |                    |                              |                          |                             |
|   |                    |                              |                          |                             |
| 11. COTR/Program Manager/Tech Monitor Name (Printed): _____   |                    |                              |                          |                             |
| Signature _____   |                    |                              |                          |                             |
| Phone/FAX/Internet Address: _____   |                    |                              |                          |                             |
| Date: _____   |                    |                              |                          |                             |
| 12. Contractor's Review: Were comments, rebuttals, or additional information provided: <input type="checkbox"/> No <input type="checkbox"/> Yes         |                    |                              |                          |                             |
| Please attach comments: Number of pages: _____  |                    |                              |                          |                             |
| 13. Reviewer's Name (Printed): _____  |                    |                              | Signature: _____         |                             |
| Phone/FAX/Internet Address: _____   |                    |                              | Date: _____              |                             |
| 14. Agency Review: Were Contractor comments reviewed at a level above the Contracting Officer? <input type="checkbox"/> No <input type="checkbox"/> Yes |                    |                              |                          |                             |
| Please attach comments. Number of pages: _____  |                    |                              |                          |                             |
| 15. Final Ratings. Re-assess the Block 8 ratings based on Contractor comments and agency review. Revise block 8 ratings, if appropriate.                |                    |                              |                          |                             |
| Quality _____   | Cost Control _____ | Timeliness _____             | Business Relations _____ | Customer Satisfaction _____ |
| 16. Contracting Officer's Name (Printed): _____   |                    |                              | Signature _____          |                             |
| Phone/FAX/Internet Address: _____   |                    |                              | Date: _____              |                             |

**SOURCE SELECTION INFORMATION – SEE FAR 3.104**

### Block 8 RATING DEFINITIONS

**0 – Unsatisfactory** - Performance failed to satisfy the minimum contract or task requirements, technical or otherwise. Areas of deficiency could include, but are not limited to: failure to meet schedules; failure to adequately estimate or control costs; inadequate staffing; lack of cooperation and responsiveness.

**1 – Minimally Acceptable** – Performance generally met minimum contract or task requirements, but significant issues arose which required expenditure of time or resources by the Government to ensure the requirements were met. Areas of re-work could include: late or incomplete deliverables; poor quality of work; lack of communication; cost control problems; contract administration problems.

**2 – Satisfactory** – Met all technical and administrative contract or task requirements. Minor issues arose which were resolved with minimal expenditure of time or resources.

**3 – Good** – Met all contract or task requirements and exceeded minimal requirements in some areas. No problems with quality, timeliness, or cost issues. Management was responsive.

**4 – Exceptional** – Performance significantly exceeded minimal technical requirements and met all other contract requirements. Areas in which performance was exceptional could include: early deliveries; creative approach; innovative technology; effective and proactive management and administration; commitment to customer satisfaction.

### Block 8 – COMMENT ELEMENTS BY CATEGORY

(a) Quality of product/service

- (1) Compliance with contract or task requirements;
- (2) Accuracy of reports;
- (3) Appropriateness of Contractor personnel assigned to the contract or task; and
- (4) Technical excellence of delivered supplies or services.

(b) Cost Control

- (1) Current, accurate, and complete billings;
- (2) The relationship of negotiated cost to actuals;
- (3) Cost containment initiatives; and
- (4) The number and cause of change orders issued.

(c) Timeliness of Performance

- (1) Whether the Contractor met interim milestones;
- (2) Contractor's responsiveness to technical direction;
- (3) Contractor's responsiveness to contract change orders and administrative requirements;
- (4) Whether the contract/task was completed on time, including wrap-up and contract administration.

(d) Business Relations

- (1) Whether the Contractor effectively managed the contract/task effort;
- (2) How responsive the Contractor was to contract requirements;
- (3) How promptly the Contractor notified the Government of problems;
- (4) Whether the Contractor was reasonable and cooperative;
- (5) How flexible the Contractor was;
- (6) Whether the Contractor was proactive;
- (7) The effectiveness of Contractor-recommended solutions; and
- (8) Whether the Contractor effectively implemented socioeconomic programs.

- Block 8: Circle the rating in the far right column that best describes the Contractor's overall performance for each category. Comments and/or examples in sufficient detail to support the ratings must be provided. Attach additional comment sheets if needed. Definitions for each rating and a description of elements to consider when commenting on each category can be found at the end of these instructions.
- Block 9: Identify the individual(s) primarily responsible for performance of the contract/task, not necessarily the persons identified as "Key Personnel" in the contractual document. Indicate how long each individual worked on the contract/task. If there were many individuals involved or many changes in these managers, a second page may be necessary. On the comments line, describe the key person's performance, attaching additional sheets when necessary.
- Block 10: Explain why, given a choice, you would or would not recommend the Contractor for an award to perform a similar contract or task.
- Block 11: The COTR or Technical Monitor delegated responsibility for the day to day administration of the contract or task should sign this block, after consulting with the CO/ACO, where appropriate.

**To be Completed by Contractor**

- Block 12: Block 12 must be completed to indicate that the Contractor has been given the opportunity to review the evaluation.

The Contractor will be provided with a copy of the completed evaluation form (including initial ratings) and attachments. The Contractor has the right to submit to the CO comments, rebutting statements, or additional information which specifically addresses elements of the review. This response must be structured to clearly identify the specific category being addressed. This response must be delivered to the CO no later than 30 days after the mailing date on the evaluation form. In the event no response is received, the Contractor will be deemed to have accepted the evaluation form as written.

- Block 13: The Contractor should sign this block to indicate that it has had an opportunity to review and comment on the ratings.

**To be completed by the CO/ACO**

- Block 14: If the Contractor accepts the ratings, they will be entered as Final Ratings in Block 15, no Agency Review is required, and the Contracting Officer's signature in Block 16 completes the process.

If the Contractor objects to the initial ratings, a review will be undertaken by the CO, in consultation with the technical staff. If the CO does not concur in a modification, the matter will be reviewed at a level above the CO within the Acquisition Division, and a Final Rating determined by the Reviewing Official's Report, which will be attached to the Performance Report.

- Block 15: If the initial ratings have been modified by either the CO or after Agency Review, insert the revised Final Ratings. If there has been no change to the initial ratings, insert the initial ratings.

- Block 16: If agreement is reached on the ratings without an Agency Review, the CO will sign. If an Agency Review is carried out, the block must be signed by the Reviewing Official.

**Exhibit B**

**Client Authorization Letter**

[*Company Name*]  
[*Street Address*]  
[*City, State/Province/Zip/Postal Code*]  
[*Date*]

[*Recipient Name*]  
[*Address*]  
[*City, State/Province Zip/Postal Code*]

Dear [Client]:

We are currently responding to the Volpe Center RFP No. \_\_\_\_\_ for the procurement of \_\_\_\_\_. The Volpe Center is placing increased emphasis in their acquisitions on past performance as a source selection evaluation factor. The Volpe Center requires Offerors to inform references identified in proposals that the Volpe Center may contact them about contract performance information.

If you are contacted by the Volpe Center for information on work we have performed under contract for your company/agency/state or local Government, you are hereby authorized to respond to Volpe Center inquiries.

Your cooperation is appreciated. Please direct any questions to \_\_\_\_\_.  
(Offeror's point of contact)

Sincerely,  
[*Your name*]  
[*Your position*]

[*Typist's initials*]  
Enclosure: [*Number*]

cc: [Name]

**PART 3 - RESPONSE TO HYPOTHETICAL TASKS**

**A. Topics**

The Offeror shall describe a plan on how each hypothetical task, provided as Exhibit C to the Technical Proposal Instructions, shall be accomplished, including technical approach, staffing, and management, and a cost proposal. The Offeror shall provide details relative to the roles, responsibilities, and level of involvement of the prime Contractor, proposed subContractors, and individuals. The Offeror shall describe its approach to forming and managing teams. The Offeror shall also discuss the critical technical issues and state-of-the art in each functional area. Offerors must respond to all the hypothetical tasks.

**EXHIBIT C**

**AVIATION SAFETY REGULATIONS PROJECTS SUPPORT**

**RFP: DTRS57-01-R-20014**

**HYPOTHETICAL TASKS**



## HYPOTHETICAL TASKS

Since the exact nature of the work to be performed under this procurement is not known at this time, Offerors shall, as part of their Technical Proposals, present the approach (but not the actual solution) they would use in carrying out each of the hypothetical tasks. If the Offeror feels additional information is needed to respond to these tasks, it should make a reasonable assumption as to what the information should be, document the assumption, and proceed with the response as if the assumed information were originally included in the hypothetical task description. If alternative approaches to the task(s) have been considered, the Offeror may present a discussion of the advantages and disadvantages of each which led to the selected approach. Formal cost proposals for the hypothetical tasks are not solicited; however, to aid the Offeror in preparing a staff and management plan, it may be assumed that each task is to be performed in a six-month period with a commitment of 300 senior analyst, 300 analyst, and 100 writer/editor staff hours. Offerors must provide as a minimum all the items set forth below for each hypothetical task in order to be responsive to this RFP.

These requirements should not restrict the discussion and treatment of any or all problems. Offerors are encouraged to provide as complete a consideration of an individual hypothetical task as is deemed necessary to reflect the true capabilities of the Offeror's current staff.

For each of the hypothetical tasks, the Offeror is required to:

- a. Describe in detail the technical approach to be used in addressing or solving the problem.
- b. Prepare a proposed statement of work based on technical approach.
- c. Estimate all costs including other direct costs (ODCs) (Do not prepare a formal cost proposal).
- d. Name the key personnel who will be used in the performance of the task, and include their resumes.
- e. Identify Contractor management controls.

Only the approach to the solution of the problem is desired for this proposal; the actual solution is not. The approach should be stated in clear, concise, and specific terms. Generalities such as "standard statistical analysis techniques will be employed" are unacceptable. A paraphrasing of the hypothetical task statement is unacceptable.

It is not the intent that Offerors respond with a full technical report in answer to any of the following Hypothetical Tasks. Instead, a typewritten statement not to exceed ten (10) pages per task should be submitted for each task. Responses to these exercises will be judged in terms of the proposer's grasp of the topic including all affected parties and their ability to provide a good result in a short time period.

### **Hypothetical Task #1 – NPRM on Drug and Alcohol Testing for Sightseeing Flights**

Many exemptions have been issued to organizations and individuals so that drug and alcohol testing is not required for sightseeing flights in conjunction with air shows and/or charity events. For this hypothetical task, assume the FAA wants to issue an NPRM to change the regulations so that an exemption would not be required. The task is to develop the work statement laying out a reasonable task list and schedule for taking this FAA-originated concept to the issuance of an NPRM. The Contractor should demonstrate its capability by developing the task list and schedule addressing, if appropriate, issues such as:

- (a) Internal and external documents required;
- (b) Approval cycles for issuing the NPRM;
- (c) Research sources and time required;
- (d) Relevant briefings;
- (e) Contents of the NPRM.

## Hypothetical Task #2 – Regulatory Flexibility Analysis

The Regulatory Flexibility Act of 1980 was enacted by Congress to ensure that small entities are not unnecessarily and disproportionately burdened by Government regulations. Among other things, the Act requires a Regulatory Flexibility Analysis if a regulation has a significant economic impact, either beneficial or detrimental, on a substantial number of small entities. For this hypothetical task, assume the FAA is about to issue an Airworthiness Directive (AD) which will require all owners of Beech 99s to install carbon-fiber vertical stabilizers in place of the current vertical stabilizers. The reason for the AD was that the National Transportation Safety Board (NTSB) found that the proximate cause of three Beech 99s accidents was that the vertical stabilizers were sheared off due to flight into moderate to severe turbulence and killed a total of 14 passengers and crew. If relevant, assume the cost of the materials and labor are \$3000 per aircraft. Also, if relevant, assume the replacement must be done within the next 500 hours of flight time, but no longer than 4 years from the date of the AD issuance, and that there are 500 Beech 99s in the U.S. Registry and an additional 350 outside the U.S.

The task is to develop the work statement laying out a reasonable task list and schedule for developing the Regulatory Flexibility Analysis. The Contractor should demonstrate its capability by developing the task list and schedule addressing, if appropriate, issues such as approvals of the Analysis, research sources, contents of the Analysis, and the time for accomplishing each.

**PART 4 MANAGEMENT PLAN:** The Offeror must provide a detailed management plan that it will follow during contract execution. Discussion of the use of subContractors and the management of those subContractors shall be included in the management plan as applicable. The Offeror's management plan must include the proposed lines of responsibility, authority, and communication through which the tasks will be managed, and the procedures to be taken to insure quality control, cost/performance control, and tracking procedures. The Offeror must define the proposed organizational structure (including responsibilities and reporting structure) for the project, how personnel will be assigned from task to task throughout the contract period, and how the proposed project team will interface with both the Offeror's corporate structure and with the COTR. The Offeror must describe its approach for early identification and resolution of problems. In addition, the Offeror shall provide an augmentation plan demonstrating the ability to respond to workload fluctuation in a timely manner, including demonstration of its capability for quick access to FAA headquarters to attend numerous meetings with little advanced notice to discuss just-identified regulatory projects.

## L.8 INSTRUCTIONS FOR SUBMISSION OF VOLUME II - COST/BUSINESS PROPOSAL

### A. INTRODUCTION

1. The cost proposal will permit the Government to determine whether the proposed costs demonstrate cost realism.

“Cost realism” means the costs in an Offeror's proposal are:

- (a) realistic for the work to be performed;
- (b) reflect a clear understanding of the requirements; and
- (c) are consistent with the various elements of the Offeror's technical proposal.

All information relating to cost or pricing must be included in this volume of the proposal; under no circumstances shall cost or pricing data be included elsewhere.

**The cost proposal should be prepared in sufficient detail to permit thorough and complete evaluation by the Government without additional correspondence or communication. During its evaluation, the Government may request clarifications, answers to questions that assist in the Government's understanding of information contained in your cost proposal, or the correction of minor omissions or errors that do not alter the offer. However, the Government anticipates making award on initial offers and does not expect to hold discussions. Consequently, you are advised that failure to provide the required schedules and supporting calculations, narrative explanation, and documentation may result in the rejection of your offer if in the Government's best interest, rather than opening of discussions.**

If the Contracting Officer determines that an Offeror's initially proposed costs do not reflect what it would reasonably cost that Offeror to perform the requirements, then the Contracting Officer may make adjustments to the proposed costs to determine probable cost.

To facilitate cost/business proposal preparation, a checklist is provided for use by the prime Offeror and each subContractor. The checklist should be completed and submitted as part of your proposal.

2. **For evaluation purposes, Offerors are required to propose estimated costs using the labor hours and provided in Clause B.2 Level of Effort – IDIQ, and reiterated in Schedule 3 below.** Hours should be apportioned between the prime and its subContractors in a manner consistent with the Offeror's technical proposal.
3. If any of the cost proposal instructions appear incompatible with established/approved accounting practices, Offerors shall notify the Contracting Officer within 14 calendar days of the issuance date of the RFP in accordance with paragraph L.6.D.

## **B. FORMAT**

IN ADDITION TO THE REQUIREMENTS SET FORTH IN FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) - ALTERNATE IV (OCT 1997, THE COST/BUSINESS PROPOSAL SHALL BE SUBMITTED IN TWO SECTIONS AS FOLLOWS:

Section I - Solicitation Documents

Section II - Information Other Than Cost and Pricing Data

## **C. SECTION I - SOLICITATION DOCUMENTS**

In this section, Offerors shall submit a completed and signed SF 33 (page 1 of the solicitation) including acknowledgment of any amendments; and Representation, Certifications, and Other Statements of Offerors (Section K of the solicitation).

## **D. SECTION II - INFORMATION OTHER THAN COST AND PRICING DATA**

### **1. PART 1 - DETAILED INSTRUCTIONS**

The Offeror shall submit a signed Proposal Cover Sheet (Schedule 1) and information other than cost and pricing data as set forth below. Summary data shall be placed on the Proposal Cover Sheet and Schedules 2 and 3 should support it. In addition, as discussed in Paragraph L.6.C., Consistency between Technical and Cost/Business proposals, a matrix or matrixes showing how the hours are apportioned in each labor category must be provided in any format that can be easily read and understood by Government evaluators. The hours allocated to each person whose resume is provided in accordance with the technical instructions must be highlighted.

### **Labor**

Regardless of the labor practices used, provide the proposed unloaded hourly labor rates for the labor categories (identified in Clause B.2-Level of Effort-IDIQ) on Schedule 3. Show all calculations used to compute the proposed direct labor rates, and provide the basis and rationale for the labor rates ; for example, company-wide bidding rates, current salary data for named individuals, survey data, or anticipated new-hires, etc. Show how company categories are mapped to the RFP categories.

For individuals whose resumes are provided in the technical proposal, provide the current labor rates from payroll records and, also, those labor rates escalated to each contract year. **For contingent hires, the Offeror shall provide a separate offering letter showing the offered and agreed upon salary, signed by the contingent hire.**

**Uncompensated Overtime**

Uncompensated overtime is defined as hours in excess of forty per week for which no additional compensation is paid in excess of the normal weekly salary for Fair Labor Standards Act (FLSA) exempt employees. Use of uncompensated overtime is not encouraged.

To maintain a level playing field for all Offerors, and to eliminate gimmickry through the use of uncompensated overtime, all cost proposals must be priced excluding uncompensated overtime.

If an Offeror's practice is to propose uncompensated overtime, it may provide information about its practice and an estimated cost impact.

**Indirect Rates**

Offerors are required to provide a schedule of their indirect rates and explain the allocation bases. Include all rates which the Offeror maintains in its accounting records which may be used during performance of this contract. Identify indirect rates which a Government audit agency has approved for forward pricing. Show the rates, allocation bases, and evidence of Government review and approval.

If not approved, state the basis of the proposed rate (e.g., previous year's actuals, current fiscal year-to-date, business plan, etc.). Provide historical rate information, rationale, and other factors used to develop and support the proposed indirect rates used to cost the proposal. Also, provide actual expense pool amounts, allocation bases, and rates which have been submitted to the Defense Contract Audit Agency (DCAA) (or other cognizant Government audit agency) in your overhead rate proposal for establishing final indirect rates.

If an Offeror has not previously maintained a field overhead rate but proposes one for this effort, it should ensure that sufficient information is provided so that the rate may be evaluated without discussion.

**Other Direct Costs (ODC)**

**RFP Stipulated (Travel and Equipment): \$80,000.** per year of contract performance, without escalation.

**Offeror Estimated:** Offerors should identify by nomenclature and estimate amounts for any additional ODC's which are anticipated to support the proposed effort. This includes any administrative and support labor estimated to be chargeable to this effort in accordance with the Offeror's usual accounting practices (e.g. contract or subcontract administration, secretarial, purchasing agents, receivers, etc.). Indicate what types of administrative and support labor the Offeror considers direct labor, and estimate hours for each type of labor. Provide an explanation for the estimated hours and show calculations. ODC's not identified and priced in your proposal, including any such administrative and support labor, will not be billable during performance without prior Contracting Officer approval.

**Subcontracts**

SubContractors must submit a cost proposal in accordance with the cost proposal instructions in this section. Subcontracts estimated to exceed \$500,000 should be supported by a Proposal Cover Sheet. All subContractors must follow the same cost proposal instructions as the prime, except where noted. Regardless of dollar value, subcontract proposals must be adequately documented to facilitate an evaluation of proposed costs.

Offerors that enter into subcontracts other than on a cost-reimbursement type basis may make appropriate adjustments to the instructions and schedules. Information as to the type of subcontract contemplated and documentation to show why the contract type is anticipated must be included. The guidance in FAR Part 16 should be followed. For example, those Offerors contemplating time-and-material or labor-hour subcontracts shall follow the procedures specified in FAR Subpart 16.6. The following information should also be provided for time-and-material or labor-hour agreements (such as those with consultants): (1) Details of what cost elements are included in the rate and what costs, if any, will be charged in addition to the rate; (2) The result of the Offeror's analysis of invoices submitted to other clients by the subContractor

or consultant which support the proposed rate or rates; (3) A signed statement from the consultant or the subContractor that the proposed rate is a "Most Favored Customer Rate," or the reason it was not offered; and (4) A rate comparison from the Offeror which indicates that the rate proposed is comparable to the rates other consultants or subContractors receive for performing similar types of work.

The Offeror shall provide the names of the other consultants or subContractors used in the comparison. It is the responsibility of the prime Offeror to review and evaluate the subcontract proposal and accompanying cost or pricing data and furnish the results of such review to the Government as part of their cost submission, regardless of whether the details are provided to the prime Offeror or separately to the Government. The prime's review should be as detailed as the information provided by the subContractor directly to the prime permits. A subContractor whose evaluation is considered insufficient by the Government, either because the data submitted to the Government is incomplete or because the prime fails to conduct and document a comprehensive evaluation, will be deleted from technical consideration and the prime's technical proposal will be evaluated without it.

### **Escalation**

State clearly the escalation rate used and provide rationale. Include actual, historical escalation for the past three (3) years and explain clearly your method of calculating it.

### **Cost of Money**

Attach supporting calculations.

### **Profit Objectives**

We consider fee and profit a function of competition, but we may utilize the weighted guidelines method in TAM 1215.9 and Appendix E to evaluate them. Your cost proposal should contain adequate data and rationale for any consideration you want included for Contract Risk and Special Factors.

### **Professional Employee Compensation**

The Offeror must provide the information required by provision 52.222-46, "Evaluation of Compensation for Professional Employees."

## **2. PART 2 - EXPLANATION OF COST/BUSINESS PROPOSAL SCHEDULES**

Schedule 1: "Proposal Cover Sheet". Prime Offerors and subContractors should complete.

Schedule 2: "Summary of Proposed Costs and Fee/Profit." The schedule should be completed consistent with the Offeror's accounting practices and may be revised accordingly. The figures on this schedule must agree with the Proposal Cover Sheet.

Schedule 3: "Summary of Proposed Labor Cost." The amounts on those schedules should correspond to the amounts for labor in Schedule 2. The hours used to develop the prime Offeror's labor cost must correspond with the allocation of hours shown in the table of Clause B.2-Level of Effort-IDIQ in this solicitation.

## SCHEDULE 1

|  |           |              |  |   |           |                        |        |
|--|-----------|--------------|--|---|-----------|------------------------|--------|
| <b>PROPOSAL COVER SHEET</b>  |           |              |  | 1. SOLICITATION/CONTRACT/MODIFICATION NUMBER  |           |                        |        |
| 2a. NAME OF OFFEROR  |           |              |  | 3a. NAME OF OFFEROR'S POINT OF CONTACT  |           |                        |        |
| 2b. FIRST LINE ADDRESS   |           |              |  | 3b. TITLE OF OFFEROR'S POINT OF CONTACT   |           |                        |        |
| 2c. STREET ADDRESS   |           |              |  | 3c. TELEPHONE   |           | 3c. FACSIMILE          |        |
| 2d. CITY   | 2e.       | 2f. ZIP CODE |  | AREA  | NUMBER    | AREA                   | NUMBER |
| 4 TYPE OF CONTRACT OR SUBCONTRACT<br><input type="checkbox"/> FFP <input type="checkbox"/> CPFF <input type="checkbox"/> CPAF<br><input type="checkbox"/> EDI <input type="checkbox"/> CPE                     |           |              |  | 5 <input type="checkbox"/> PRIME OFFEROR<br><input type="checkbox"/> SUBCONTRACTOR  |           |                        |        |
| 6 ESTIMATED COST FEE AND PROFIT INFORMATION  |           |              |  |   |           |                        |        |
| A ESTIMATED COST   |           |              |  |   |           |                        |        |
| R FIXED FEE  |           |              |  |   |           |                        |        |
| C TOTAL COST PLUS FIXED FEE  |           |              |  |   |           |                        |        |
| 7 PROVIDE THE FOLLOWING  |           |              |  |   |           |                        |        |
| NAME OF COGNIZANT CONTRACT ADMINISTRATIVE AGENCY   |           |              |  | NAME OF COGNIZANT GOVERNMENT AUDIT AGENCY   |           |                        |        |
| STREET ADDRESS   |           |              |  | STREET ADDRESS  |           |                        |        |
| CITY   | STAT E    | ZIP CODE     |  | CITY  | STATE     | ZIP CODE               |        |
| TELEPHONE  | AREA CODE | NUMBER       |  | TELEPH  | AREA CODE | NUMBER                 |        |
| FACSIMILE  | AREA CODE | NUMBER       |  | FACSIMI   | AREA CODE | NUMBER                 |        |
| NAME OF CONTACT  |           |              |  | NAME  |           |                        |        |
| PROPERTY SYSTEM<br><input type="checkbox"/> Reviewed by cognizant contract administrative<br><input type="checkbox"/> Reviewed by cognizant contract administrative<br><input type="checkbox"/> Never reviewed |           |              |  | APPROXIMATE DATE OF PURPOS<br>(e.g. proposal review, establishment of billing rates, finalize indirect rates, etc.)                               |           |                        |        |
| PURCHASING SYSTEM<br><input type="checkbox"/> Reviewed by cognizant contract administrative agency and determined acceptable<br><input type="checkbox"/> Never reviewed  |           |              |  | ACCOUNTING SYSTEM<br><input type="checkbox"/> Audited and determined acceptable<br><input type="checkbox"/> Audited and determined not acceptable |           |                        |        |
| 8a. NAME OF OFFEROR (Typed)  |           |              |  | 9. NAME OF FIRM   |           |                        |        |
| 8b. TITLE OF OFFEROR (Typed)   |           |              |  |   |           |                        |        |
| 10. SIGNATURE  |           |              |  |   |           | 11. DATE OF SUBMISSION |        |

OFFEROR NAME: \_\_\_\_\_

**SCHEDULE 2****SUMMARY OF PROPOSED COSTS AND FEE**

| <u>Cost Category</u>      |              | <u>Year 1</u> | <u>Year 2</u> | <u>Year 3</u> | <u>Year 4</u> | <u>Year 5</u> | <u>TOTAL</u> |
|---------------------------|--------------|---------------|---------------|---------------|---------------|---------------|--------------|
|                           | <u>Rates</u> |               |               |               |               |               |              |
| Direct Labor              |              |               |               |               |               |               |              |
| Fringe Benefits           | _____        |               |               |               |               |               |              |
| Overhead                  | _____        |               |               |               |               |               |              |
| Subcontracts <sup>1</sup> |              |               |               |               |               |               |              |
| Other Direct Costs (ODC)  |              | 80,000.       | 80,000.       | 80,000.       | 80,000.       | 80,000.       | 400,000.     |
| Offeror Estimated ODC     |              |               |               |               |               |               |              |
| ODC Burden                | _____        |               |               |               |               |               |              |
| Subtotal                  |              |               |               |               |               |               |              |
| G&A                       | _____        |               |               |               |               |               |              |
| Cost of Money             |              |               |               |               |               |               |              |
| Total Cost                |              |               |               |               |               |               |              |
| Fixed Fee                 |              |               |               |               |               |               |              |
| TOTAL Cost Plus Fixed Fee |              |               |               |               |               |               |              |

<sup>1</sup> Not applicable to subContractors

PRIME NAME: \_\_\_\_\_

OR

SUB NAME: \_\_\_\_\_

**SCHEDULE 3****SUMMARY OF DIRECT LABOR COSTS**

| <b><u>A</u></b><br><b>LABOR</b><br><br><b>CATEGORIES</b> | <b><u>B</u></b><br><b>TOTAL</b><br><b>LABOR</b><br><b>HOURS</b> | <b><u>C</u></b><br><b>DIRECT LABOR</b><br><br><b>RATE</b><br><b>(UNESCALATE</b><br><b>D)</b> | <b><u>D</u></b><br><b>AVERAGE ESCALATION RATE</b><br><br><b>BY CONTRACT YEAR</b> |             |             |             |             | <b><u>E</u></b><br><b>DIRECT LABOR</b><br><b>RATES</b><br><b>ESCALATED TO</b><br><b>CONTRACT MID-</b><br><b>POINT</b><br><br><b>(EST. APR 2003)</b> | <b><u>F</u></b><br><b>TOTAL AVERAGE</b><br><br><b>DIRECT LABOR COST</b><br><br><b>(COLUMN B x COLUMN E)</b> |
|--|---|--|--|-------------|-------------|-------------|-------------|---|---|
|  |   |  | <b>YR 1</b>  | <b>YR 2</b> | <b>YR 3</b> | <b>YR 4</b> | <b>YR 5</b> |   |   |
| Senior Analyst   | 12,500  |  |  |             |             |             |             |   |   |
| Analyst  | 12,500  |  |  |             |             |             |             |   |   |
| Junior Analyst   | 7,500   |  |  |             |             |             |             |   |   |
| Writer/Editor  | 7,500   |  |  |             |             |             |             |   |   |
|  |   |  |  |             |             |             |             |   |   |
| <b>Total</b>   | 40,000  |  |  |             |             |             |             |   | <b>TOTAL: _____</b>   |
|  |   |  |  |             |             |             |             |   |   |



**L.9 SOLICITATION MAILING INSTRUCTIONS**

To facilitate proper handling of your bid, offer or amendment thereof, it is imperative that the outermost envelope/packaging which contains the bid/offer/amendment bear the attached label (if a label is provided herewith) or be addressed in the format presented in the "Issued by" Block on page 1 of this solicitation.

## SECTION M - EVALUATION FACTORS FOR AWARD

### M.1 GENERAL EVALUATION INFORMATION

**A. Basis for Award.** It is the Government's intent to make award based upon initial offers without entering into discussions or negotiations. Award(s) will be made to the responsive and responsible Offeror whose offer provides the greatest overall value to the Government, based on the technical proposal, the cost/business proposal, and other factors. While it is the Government's intent to make award based upon initial offers, the Government may, nevertheless, determine during the evaluation period that it is necessary to conduct discussions. In that case, the Contracting Officer will proceed to establish a competitive range and conduct negotiations with the firms in that range.

**B. Order of Importance.** The evaluation factors other than cost, i.e., the technical proposal, when combined, are significantly more important than cost in the selection of Contractor for award. Notwithstanding this fact, Offerors are cautioned not to minimize the importance of the cost proposal. The cost evaluation will become more significant when the evaluated ratings of the technical proposals (i.e., Staffing, Past Performance, Response to Hypothetical Tasks, and Management Plan of the Offerors) are closer; when these factors other than cost are essentially equal, cost may become the determining factor in making award. The Government expects to award one contract as a result of this solicitation.

### M.2 TECHNICAL PROPOSAL EVALUATION

**General.** The technical proposal will consist of a written submission covering Staffing, Past Performance, Response to Hypothetical Tasks and Management Plan, in which the Offeror will demonstrate technical understanding and approach to management.

**Criteria for Evaluation.** The criterion for evaluation of each factor is described below. The four factors are listed in descending order of importance, with Past Performance, Staffing and Response to Hypothetical Tasks each being of equal importance, and each of these factors is significantly more important than Management Plan, which is the least important factor.

- A. **Staffing.** The purpose of this criterion is to assess the qualifications of the proposed key personnel in each of the respective labor categories in terms of experience and education relevant to aviation safety regulation project support as outlined in the Statement of Work (SOW).
- B. **Past Performance.** The purpose of the criterion is to assess the ability of the Offeror to perform successfully based upon an evaluation of its relevant past performance history on tasks of the type and complexity described in the SOW. The Offeror's relevant past performance history will be evaluated for the following subfactors, which are of equal importance:
  - (1) quality of product/service;
  - (2) timeliness of performance;
  - (3) cost control; and
  - (4) business relations.

**Only relevant Past Performance history will be considered. The Government will determine the extent of relevance of past performance information based on the similarity of the nature of the previous work to the current requirement, the magnitude of the previous efforts (i.e., dollar value), and the currency of the prior work (i.e., within the past three years).**

If an Offeror has affirmatively stated that it has no relevant past performance history, and there is no evidence to the contrary, the Offeror will not be rated favorably or unfavorably on past performance.

- C. **Response to Hypothetical Tasks.** Statements of Work (SOWs) for two hypothetical tasks referred to in L.7 are included in Exhibit C to that solicitation provision. (Note: the Offeror is not being asked to perform the work described in the SOWs, but rather how it would go about setting up the effort, both technically and managerially, and what would be the solution approach). The response to each of these hypothetical tasks will be evaluated according to:

1. Task Understanding and Technical Approach. How completely the response to the SOW shows the understanding of the technical issues required to perform the work described in the SOW and the likely effectiveness of the proposed technical approach in completing the work described in the SOW. This includes assessment of the Offeror's accurate identification and effective treatment of potentially difficult technical areas
2. Task Management, including:
  - a. Appropriateness and adequacy of the scope and planning of the proposed effort,
  - b. Appropriateness of proposed staff members assigned to each task, and
  - c. Appropriateness of labor and funding levels for each task (including computer, travel, documentation, and equipment), and the realistic scheduling for each task item.

In scoring the responses to the hypothetical SOW's, both subfactors are of equal importance. The response to each hypothetical task will be given equal weight in developing the overall score for each Offeror's response to the hypothetical tasks.

D. **Management Plan**: The Offeror's proposed management plan will be evaluated for the adequacy of:

- the proposed lines of responsibility, authority, and communication through which the tasks will be managed, and the procedures to be taken to insure quality control, cost/performance control, and tracking procedures.
- the proposed organizational structure (including responsibilities and reporting structure) for the project, how personnel will be assigned from task to task throughout the contract period, and how the proposed project team will interface with both the Offeror's corporate structure and with the COTR for this contract.
- its approach for early identification and resolution of problems.
- its augmentation plan demonstrating the ability to respond to workload fluctuation in a timely manner, including the capability for quick access to FAA headquarters to attend numerous meetings with little advanced notice.

### **M.3 COST/BUSINESS EVALUATION CRITERIA**

The Offeror's proposal will be evaluated for compliance with the RFP instructions. Proposed costs will be evaluated to determine that they demonstrate cost realism, including evaluation of the compensation of professional employees as specified in the Section L provision **FAR 52.222-46**. Fees and profit proposed will be evaluated for consistency with federal regulations and may also be evaluated using weighted guidelines analysis techniques as described in the Transportation Acquisition Manual. A proposal that includes fee in excess of the statutory limits may be eliminated from consideration.

The following forms the basis of the Cost/Business evaluation and will be considered in the selection. These criteria are not necessarily in order of importance, nor will they be numerically scored.

1. Compliance with RFP instructions, including the completeness of the proposal packages and the extent to which the cost estimates and factors are clearly substantiated by the Offeror.
2. Realism of proposed costs.
3. Reasonableness of the proposed costs, fees and profit.